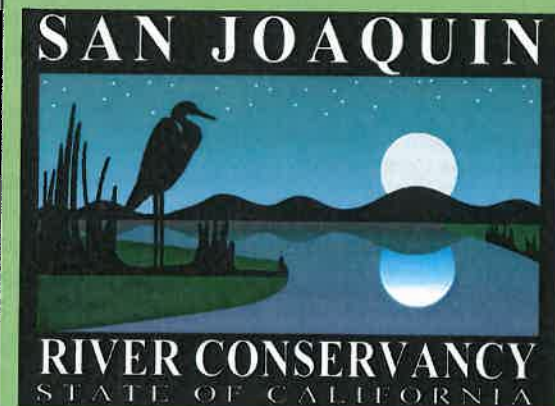


BOARD MEETING REMINDER

The January 9, 2019,
Board meeting begins at
10:30 a.m. at the Fresno
City Hall- Council
Chambers.

**Please note the later
seasonal starting time
November through
February.**





250.20

STATE OF CALIFORNIA
Edmund G. Brown, Jr., Governor

SAN JOAQUIN RIVER CONSERVANCY

5469 E. Olive Avenue
Fresno, California 93727
Telephone (559) 253-7324
Fax (559) 456-3194
www.sjrc.ca.gov

GOVERNING BOARD

Brett Frazier, Chairperson
*Supervisor,
Madera County Board of Supervisors*

Santos Garcia, Vice-Chairperson
Councilmember, City of Madera

Nathan Magsig, *Supervisor
Fresno County Board of Supervisors*

Steve Brandau
Councilmember, City of Fresno

Kacey Auston, *Director, Fresno
Metropolitan Flood Control District*

Carl Janzen, *Director
Madera Irrigation District*

Julie Vance, *Regional Manager
Department of Fish and Wildlife*

Kent Gresham, *Sector Superintendent
Department of Parks & Recreation*

John Donnelly, *Executive Director
Wildlife Conservation Board*

Julie Alvis, *Deputy Assistant
Secretary
Natural Resources Agency*

Jennifer Lucchesi, *Executive Officer,
State Lands Commission*

Karen Finn, *Program Budget Manager
Department of Finance*

Bryn Forhan
Paul Gibson
Vacant
Citizen Representatives

John M. Shelton
Executive Officer

The San Joaquin River Conservancy Governing Board
will hold a regular meeting on
Wednesday, January 9, 2019,
commencing at **10:30 a.m.**

Board Meeting Location:
Fresno City Council Chambers
2600 Fresno St., Fresno, CA 93721

**The following location is also open to Board
members and the public for attendance via phone
conference:**

California Natural Resources Agency
1416 Ninth Street, Ste. 1311
Sacramento, CA 95814

MEETING AGENDA

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

A. ROLL CALL

B. ADDITIONS TO THE AGENDA

Items identified after preparation of the agenda for which there is a need to take immediate action. Two-thirds vote required for consideration. (Gov. Code § 54954.2(b)(2))

C. POTENTIAL CONFLICTS OF INTEREST

Any Board member who has a potential conflict of interest may identify the item and recuse themselves from discussion and voting on the matter. (FPPC §97105)

D. PUBLIC COMMENT AND BUSINESS FROM THE FLOOR

Ten minutes of the meeting are reserved for members of the public who wish to address the Conservancy Board on items of interest that are not on the agenda and are within the subject matter jurisdiction of the Conservancy. Speakers shall be limited to three minutes. The Board is prohibited by law from taking any action on matters discussed that are not on the agenda; no adverse conclusions should be drawn if the Board does not respond to the public comment at this time.

E. CONSENT CALENDAR

- E-1 Approve Minutes of November 7, 2018
- E-2 Approve Board Meeting Calendar for 2019
- E-3 Reminder to File Statements of Economic Interest and Complete Biennial Ethics Training, Due Monday, April 1, 2019
- E-4 Report on Renewal of Agreement with the Fresno Metropolitan Flood Control District for Administrative Support and Office Space

F. DISCUSSION ITEMS

- F-1 Achievement of River West Fresno, Eaton Trail Extension and North Palm Access (Alternative 5B) One-Year Benchmarks, and Direction to Staff to Continue Tasks to Implement the Approved Project

G. ADMINISTRATIVE AND COMMITTEE REPORTS

- G-1 Organizations
If time allows, the following oral reports will be provided for informational purposes only, and may be accompanied by written reports in the Board packet. No action of the Board is recommended.

G-1a San Joaquin River Parkway and Conservation Trust

G-1b RiverTree Volunteers

- G-2 Deputy Attorney General Report

- G-3 Executive Officer Report

- G-4 Board Members' Reports and Comments

H. NOTICE OF ADVISORY AND BOARD COMMITTEE MEETINGS, OTHER PUBLIC MEETINGS

None.

I. NEXT BOARD MEETING DATE

The next Board meeting is scheduled for Wednesday, February 27, 2019 at the Fresno Metropolitan Flood Control District.

J. ADJOURN

Board meeting notices, agendas, staff reports, and approved minutes are posted on the Conservancy's website, www.sjrc.ca.gov. For further information or if you need reasonable accommodation due to a disability, please contact Jasanjit Bains at (559) 253-7324 or Jasanjit.Bains@sjrc.ca.gov.



250.20

STATE OF CALIFORNIA
Edmund G. Brown, Jr., Governor

MINUTES
WEDNESDAY, NOVEMBER 7, 2018
SAN JOAQUIN RIVER CONSERVANCY

5469 E. Olive Avenue
Fresno, California 93727
Telephone (559) 253-7324
Fax (559) 456-3194
www.sjrc.ca.gov

GOVERNING BOARD

Brett Frazier, Chairperson
Supervisor,
Madera County Board of Supervisors

William Oliver, Vice-Chairperson
Councilmember, City of Madera

Andreas Borgeas, Supervisor
Fresno County Board of Supervisors

Steve Brandau
Councilmember, City of Fresno

Kacey Auston, Director, Fresno
Metropolitan Flood Control District

Carl Janzen, Director
Madera Irrigation District

Julie Vance, Regional Manager
Department of Fish and Wildlife

Kent Gresham, Sector Superintendent
Department of Parks & Recreation

John Donnelly, Executive Director
Wildlife Conservation Board

Julie Alvis, Deputy Assistant Secretary
Natural Resources Agency

Jennifer Lucchesi, Executive Officer
State Lands Commission

Karen Finn, Program Budget Manager
Department of Finance

Bryn Forhan
Paul Gibson
Vacant
Citizen Representatives

Meeting Location:

Fresno Metropolitan Flood Control District
5469 E. Olive, Fresno CA 93727

and the following location is available to Board members and the
public to participate via teleconference:
California Natural Resources Agency
1416 Ninth Street, Suite 1311, Sacramento CA 95814

MEETING AGENDA

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mr. Frazier called the meeting to order at 10:35 a.m. and Mr. Gresham
led the pledge of allegiance.

A. ROLL CALL

Name	Present	Telecon- ference	Absent	Late
Mr. Brett Frazier	X			
Mr. Will Oliver			X	
Mr. Andreas Borgeas				X
Mr. Steve Brandau	X			
Ms. Kacey Auston	X			
Mr. Carl Janzen	X			
Ms. Julie Alvis	X			
Mr. Gerald Hatler	X			
Mr. Kent Gresham	X			
Mr. John Donnelly		X		
Mr. Collin Connor		X		
Ms. Karen Finn		X		
Ms. Bryn Forhan	X			
Mr. Paul Gibson	X			

Ms. Bains confirmed a quorum was present.

Legal Counsel Present: Michael Crow, Deputy Attorney General

Staff Present: Melinda Marks, Special Consultant
Rebecca Raus, Associate Governmental Program Analyst
Jasanjit Bains, Staff Services Analyst
Heidi West, Program Manager, San Joaquin River Conservancy
Projects, Wildlife Conservation Board (WCB)

B. ADDITIONS TO THE AGENDA

Items identified after preparation of the agenda for which there is a need to take immediate action. Two-thirds vote required for consideration. (Gov. Code § 54954.2(b)(2))

There were no additions to the Agenda.

C. POTENTIAL CONFLICTS OF INTEREST

Any Board member who has a potential conflict of interest may identify the item and recuse themselves from discussion and voting on the matter. (FPPC §97105)

Mr. Hatler recused himself from agenda item D-2.

Mr. Borgeas arrived at 10:38 a.m.

D. EXECUTIVE SESSION

Public Comment: Before convening in **closed session**, members of the public will be provided the opportunity to comment on Executive Session agenda items.

There were no comments from the public.

D-1 Government Code Section 54957, Public Employee Appointment, Executive Officer
Consider recommendation of the Board Ad Hoc Committee to appoint a candidate to the position of Executive Officer of the San Joaquin River Conservancy

D-2 Conference with Legal Counsel—Anticipated Litigation

Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9:
1 potential case. Lessee: Bluff Pointe Golf Center

Mr. Crow reported out of Executive Session and stated with respect to item D-2 regarding Bluff Pointe Golf Course; the Board gave executive staff further direction regarding how to proceed with the lease. With respect to item D-1; the Board accepted and approved, unanimously, to accept the ad hoc committee recommendation to hire Mr. John Shelton as the Executive Officer of the Conservancy with a salary beginning at \$112,452 annually.

The Oath of Office was read by Mr. Crow and taken by Mr. Shelton to serve as the Executive Officer of the Conservancy.

Mr. Shelton introduced himself and mentioned he has 30-years of experience working for the State of California as an environmental scientist. He and his family have roots in Fresno, have been residents in the area for 35 years, and have raised their kids here. He would like to

continue to work with current partners and would like to work collaboratively with other entities. Mr. Shelton stated the Conservancy has done great things in the past and he foresees a positive outlook while employed in this position.

E. PUBLIC COMMENT AND BUSINESS FROM THE FLOOR

Ten minutes of the meeting are reserved for members of the public who wish to address the Conservancy Board on items of interest that are not on the agenda and are within the subject matter jurisdiction of the Conservancy. Speakers shall be limited to three minutes. The Board is prohibited by law from taking any action on matters discussed that are not on the agenda; no adverse conclusions should be drawn if the Board does not respond to the public comment at this time.

There were no comments from the public.

Mr. Borgeas announced today will be his last day serving as the member of the Conservancy Board. He thanked the Board members and recognized the value of the Conservancy's work to the community. He wished Ms. Marks the best on her new ventures as she has retired from the Executive Officer position. He congratulated Mr. Shelton as the new Executive Officer.

F. CONSENT CALENDAR

F-1 Approve Minutes of September 5, 2018

F-2 Receive and File in the Record a Letter from Fresno for Parks dated September 24, 2018, Clarifying City of Fresno Measure P, Section 7-1410 (c) is Not Intended to Apply to the San Joaquin River and the Palm Avenue Corridor

Mr. Janzen moved to approve the items on the consent calendar as recommended by staff: Ms. Forhan seconded the motion. The motion passed unanimously as follows:

Name	Yes	No	Abstain
Mr. Frazier	X		
Mr. Borgeas	X		
Mr. Brandau	X		
Ms. Auston	X		
Mr. Janzen	X		
Ms. Alvis	X		
Mr. Hatler	X		
Mr. Gresham	X		
Mr. Donnelly	X		
Mr. Connor	X		
Ms. Finn	X		
Ms. Forhan	X		
Mr. Gibson	X		

G. DISCUSSION ITEMS

None.

H. ADMINISTRATIVE AND COMMITTEE REPORTS

H-1 Organizations

If time allows, the following oral reports will be provided for informational purposes only, and may be accompanied by written reports in the Board packet. No action of the Board is recommended.

H-1a San Joaquin River Parkway and Conservation Trust

Ms. Sharon Weaver, Executive Director, invited the Board, Mr. Shelton, and attendees to a ribbon cutting ceremony for the new barn construction at the River Center on Thursday, November 15, 2018 at 9:30 a.m.

H-1b RiverTree Volunteers

Mr. Richard Sloan reviewed projects completed by the RiverTree Volunteers. He wished Mr. Borgeas luck and congratulated him for his win in the election for the State Senate District 8 seat in Sacramento. He welcomed Mr. Shelton as the new Executive Officer.

H-2 Deputy Attorney General Report

There were no items to report.

H-3 Executive Officer Report

H-3a River West Fresno and North Palm Access Implementation Work Group, October 24, 2018, Meeting Notes

RECOMMENDATION:

This report is for informational purposes. No Board action is recommended.

Ms. Marks reported that the River West Implementation Work Group meeting was held on October 24, 2018. There continues to be progress on all benchmarks as follows:

A revised post-closure land use plan has been sent in October by the SJRAC to the regulatory agencies for review.

The Conservancy Board identified at the September 5, 2018, meeting its concerns about the Spano easement and provided direction to the SJRAC regarding easement negotiations. There have been successful negotiations addressing the predominant concerns brought up by Board members.

One of the concerns of the Board was what would happen if the SJRAC were to dissolve and how its obligations would continue to be met. The Conservancy's legal counsel has indicated that an easement is not the appropriate place to address future longevity of the SJRAC. Easements are attached to the land so that an easement stays with the land regardless of whether the SJRAC remains or if it dissolves and this asset (the fee title) is liquidated (sold). For the Conservancy, this issue would be best addressed in the pending public access agreement between the Conservancy and SJRAC such that the underlying land owner retains the SJRAC's obligations.

The SJRAC and entities are working through the lot line adjustment required to close escrow.

The SJRAC and Conservancy were recently provided a draft of a public access easement from the WCB staff and legal counsel. There will be revisions prior to releasing the draft the document.

The City of Fresno is applying to the Planning Commission for approval of the ordinance exceptions that are necessary to build the access road for the North Palm access. The Planning Commission meeting is scheduled for November 21, but is likely to be held after the Thanksgiving holiday.

Ms. Marks stated there is progress on all benchmarks. The Board will consider at the January 9, 2019, meeting whether the benchmarks have been met satisfactorily to continue with the approved project.

BOARD COMMENTS:

Mr. Donnelly asked Ms. Marks if she believes the benchmarks the Board set in December 2017 will be met as the resolution requires, including whether the SJRAC will accept the public access easement with the State.

Ms. Marks replied yes; however, the public access easement has been just recently drafted. By January, the State and the SJRAC can complete negotiations and finalize the easement; however, it will not be possible to have the easement approved and executed by the State by January.

On inquiry from Mr. Donnelly regarding finalizing the easement and moving the project forward, Ms. Marks stated we can finalize the public access easement and have it mutually agreed to by the two parties. WCB staff has made good progress in providing a draft and hopefully the document can be refined by January.

Mr. Donnelly stated the easement needs to be finalized by January. The SJRAC and Mr. Spano need to understand that. The WCB is ready to finalize the easement.

Ms. Marks stated she recently reviewed the draft easement and identified issues that need to be resolved. As for the rest of the benchmarks, they can be achieved by January. With regard to the Spano/SJRAC easement discussed at the September Board meeting, the SJRAC has made revisions with Mr. Spano to resolve the issues which the Board brought up.

Mr. Frazier invited a representative from the SJRAC to speak.

Ms. Rebecca Maddox, attorney at Wanger Jones Helsley PC, filling in for Mr. John Kinsey and representing the SJRAC, thanked the WCB for providing the draft public access easement. She

stated the SJRAC is expecting to get comments back to the WCB and Conservancy soon. The SJRAC is in the process of acquiring title to the property; the City has accepted a lot line adjustment and the corporation will be able to complete their tasks in a matter of weeks.

Mr. Brandau invited Mr. Andrew Benelli, Assistant Director, Public Works Department, City of Fresno, to speak on behalf of the City.

Mr. Benelli stated the lot line adjustment has been fully approved by the City of Fresno and is with the title company. The transfer of property should be approved within the week. He stated the City municipal code prohibits grading within the bluff area; the variance will be on the agenda for the Planning Commission on November 21st; the action includes approving the removal of the trees that are within the bluff area. The commission meeting might be rescheduled; however, everything related to the project benchmarks on the City's behalf would be completed by the end of the year.

H-4 Board Members' Reports and Comments

Mr. Janzen requested to have "Resolutions of Appreciation" prepared for members who will no longer be serving the Board or have previously served as Board members.

Mr. Frazier thanked Mr. Borgeas for his work and wished him well in Sacramento.

I. NOTICE OF ADVISORY AND BOARD COMMITTEE MEETINGS, OTHER PUBLIC MEETINGS

None.

J. NEXT BOARD MEETING DATE

The December 5, 2018, regularly scheduled Board meeting is hereby cancelled. The next Board meeting shall be held January 9, 2019, at a location to be determined.

K. ADJOURN

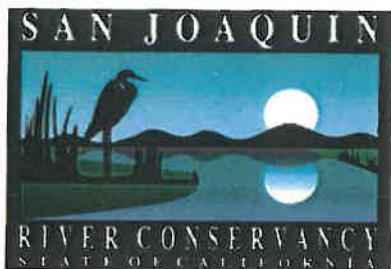
Mr. Borgeas adjourned the meeting at approximately 11:45 a.m.

Board meeting notices, agendas, staff reports, and approved minutes are posted on the Conservancy's website, www.sjrc.ca.gov. For further information or if you need reasonable accommodation due to a disability, please contact Jasanjit Bains at (559) 253-7324 or Jasanjit.Bains@sjrc.ca.gov.

Respectfully Submitted,



John M. Shelton, Executive Officer



SAN JOAQUIN RIVER CONSERVANCY

Agenda Item

Item: E-2

January 9, 2019

TO: San Joaquin River Conservancy Governing Board

FROM: John M. Shelton, Executive Officer

SUBJECT: **Approve Board Meeting Calendar for 2019**

RECOMMENDATION:

It is recommended the Board approve the schedule for the San Joaquin River Conservancy Governing Board meetings reserved for the 2019 calendar year.

SUMMARY:

For the past year, the San Joaquin River Conservancy Board has generally met on the mornings of the first Wednesday of each month, along with a couple of specially scheduled meetings.

Board members were polled during December 2018 to discover which Wednesday is convenient to the majority. Nine of the fourteen Board members responded, and the first and fourth Wednesday of the month was preferred by the majority.

For 2019, the Board meetings will be scheduled on the fourth Wednesday of each month. The Board will not be scheduled to meet in July or December. Upon Board approval, the schedule for 2019 will be as follows:

February 27

March 27

April 24

May 22

June 26

July – *no meeting scheduled*

August 28

September 25

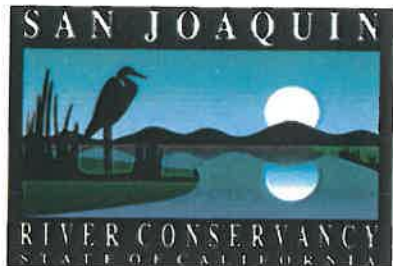
October 23

November 27

December – *no meeting scheduled*

The start time will be 10:00 a.m. for meetings held March through October and 10:30 a.m. for November through February, in order to avoid fog for travelers. Unless otherwise specified in a meeting notice, meetings will be in the Fresno Metropolitan Flood Control District's Board Room. Board meetings are canceled at times when the issues can be postponed and consolidated into fewer meetings; however, to the extent possible staff will work with the chairperson to schedule meetings and set agendas to keep the anticipated duration near two to two-and-a-half hours.


Jasanjit Bains
Staff Services Analyst



SAN JOAQUIN RIVER CONSERVANCY

Agenda Item

Item: E-2

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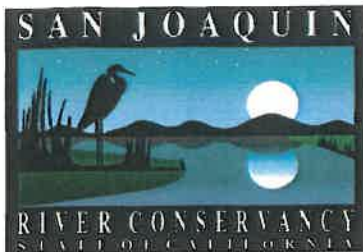
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Jasanjit Bains
Staff Services Analyst



SAN JOAQUIN RIVER CONSERVANCY

Agenda Item

January 9, 2019

Item: E-3

TO: San Joaquin River Conservancy
Governing Board

FROM:  John M. Shelton, Executive Officer

SUBJECT: **Reminder to File Statements of Economic Interest and Complete Biennial Ethics Training, Due Monday, April 1, 2019**

RECOMMENDATION:

This report is provided for informational purposes. No Board action is recommended.

SUMMARY:

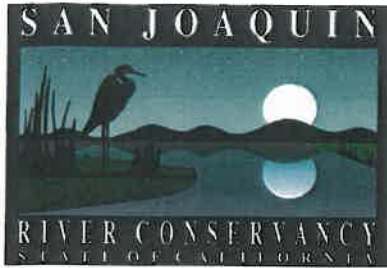
The Political Reform Act requires public officials and employees who serve in positions designated by an agency's conflict-of-interest code to annually disclose personal assets and income by filing a Statement of Economic Interests (Form 700). **The statement is due on April 1 of each year.** The Form 700 can be completed on the online eDisclosure system at <https://form700.fppc.ca.gov/> or the original copy can be mailed to the Conservancy.

Pursuant to Government Code Section 91013, late statements are subject to a fine of \$10 per day up to a maximum of \$100. The FPPC will consider a request to waive the payment of a late fine if the request is based on a "good cause" such as medical reasons or lost records, among others. However, FPPC will not waive the fine for reasons such as a vacation or waiting for professional assistance from a financial advisor. Additional information can be found on the FPPC website at www.fppc.ca.gov or you may call FPPC at 1-866-275-3772.

California law requires State officials to complete an ethics training course within six months of their hiring or appointment, and every two years thereafter. Conservancy Board members must take the course specifically for State officials. To help State officials meet this requirement, the Attorney General's Office and the Fair Political Practices Commission have developed an online, interactive training course, available at <http://oag.ca.gov/ethics/course>. Additional information regarding ethics training for State officials can be found on the California Attorney General's website at <http://oag.ca.gov/ethics>. State ethics training certificates can be emailed or mailed to the Conservancy, attention Jasanjit Bains, 5469 E. Olive, Fresno, CA 93727.

For information, you may direct your inquiries to Ms. Jasanjit Bains at (559) 253-7324 ext. 1, or Jasanjit.Bains@sjrc.ca.gov.


Jasanjit Bains
Staff Services Analyst



SAN JOAQUIN RIVER CONSERVANCY

Agenda Item

Item E-4

January 9, 2019

TO: San Joaquin River Conservancy Governing Board

FROM:  John M. Shelton, Executive Officer

SUBJECT: Report on Renewal of Agreement with the Fresno Metropolitan Flood Control District for Administrative Support and Office Space

RECOMMENDATION:

This staff report is provided for informational purposes. The Executive Officer has been delegated the authority to execute agreements necessary to the routine operations of the Conservancy, such as this agreement with the Fresno Metropolitan Flood Control District which will commence in April 2019 and extend through July 31, 2020, and will provide reimbursement to the District for utilities and janitorial costs associated with the Conservancy's occupancy of three office spaces, hourly administrative and technical support services, and other direct costs.

SUMMARY:

The District has provided office space, the use of office equipment, and administrative and technical support services to the Conservancy since 2000. Staff time for administrative and technical support, utilities, janitorial services, and direct costs for faxes, copy machines, the postage meter, and phones are charged at cost. All are critical to the performance of essential Conservancy services. The current agreement for \$18,000, executed in fall 2017, will be fully expended within the next couple of months.

The new agreement will also total \$18,000. The agreement will begin this fall and continue until all of the funds are spent, in the range of twelve to sixteen months.

The new agreement is subject to the approval of the District's Board and will be presented at an upcoming meeting.

DISCUSSION:

The existing utilities and administrative support agreement provides for the use of three offices for a total of \$280 per month to cover the incremental janitorial and utilities costs incurred by the District to provide use of available space. Due to increased costs for janitorial services and utilities, the monthly rate is expected to increase slightly. The use of copy machines, postage meter, fax, phones, long distance service, and extraordinary janitorial services are at cost, plus 10% to cover administrative overhead.

The agreement provides reimbursement from the Conservancy to the District for administrative and technical support services at the rate of hourly wages including benefits, plus 10%

overhead. Hourly support services have included office assistance, layout and graphics, mapping, computer trouble-shooting, occasional field assistance, and other requested services.

The agreement will identify the new monthly rate for office space (the cost of utilities and janitorial services), as determined by District accounting. There are sufficient funds for the agreement available in the Conservancy's main support budget.

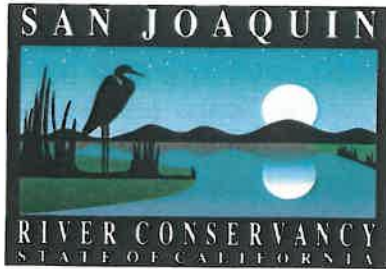
Fresno Metropolitan Flood Control District has been generous in extending to the Conservancy available office space, excellent office equipment, and supplemental staff resources at a nominal cost. The location provides a close working relationship with this member agency and has been invaluable to the small staff and resources of the Conservancy, as it has excellent map resources, meeting facilities, and advisory expertise. The agreement provides for efficient use of taxpayers' dollars.

The Conservancy thanks the Fresno Metropolitan Flood Control District for its assistance and technical support. Both the District's material support and collaboration with the Conservancy to develop the Parkway and efficiently serve the public are very much appreciated.



Rebecca Raus

Associate Governmental Program Analyst



SAN JOAQUIN RIVER CONSERVANCY

Agenda Item

Item: F-1

January 9, 2019

TO: San Joaquin River Conservancy Board

FROM:  John M. Shelton, Executive Officer

SUBJECT: Achievement of River West Fresno, Eaton Trail Extension and North Palm Access (Alternative 5B) One-Year Benchmarks, and Direction to Staff to Continue Tasks to Implement the Approved Project

RECOMMEDATION:

It is recommended the Board direct staff to continue tasks and activities to implement the River West Fresno, Eaton Trail Extension Project, Alternative 5B, the North Palm Access as approved by the Board on December 13, 2017 (Resolution 17-02). The recommended action is based on reasonable progress having been made toward implementing the North Palm Access by accomplishing the benchmarks specified by the Board in the resolution.

SUMMARY:

The Board, in Resolution 17-02, approved the River West Fresno, Eaton Trail Extension Project and North Palm Access (the Project), as described in the Final Environmental Impact Report (Final EIR) certified by the Board on November 15, 2017. As part of its approval of the Project, the Board directed Conservancy staff to work with certain parties to resolve outstanding issues associated with developing the North Palm Access and make reasonable progress toward implementing Alternative 5B. The resolution states:

"Conservancy staff shall continue to work with the City of Fresno, affected landowners, and regulatory agencies regarding issues that need to be resolved to develop the additional vehicular entrance and parking lot as analyzed as Alternative 5B, the North Palm Access, and provide status reports to the Conservancy Board at all 2018 public meetings. With the understanding that all parties shall be acting in good faith, if, in the Board's sole discretion, reasonable progress is not made toward implementing Alternative 5B within one year of this approval, the Board by majority vote may direct staff to evaluate and prepare Alternative 1 as analyzed in the Final Environmental Impact Report (EIR) for Board approval, and to rescind approval of Alternative 5B. Reasonable progress is defined as specific benchmarks to be accomplished by the Conservancy and others within a 1-year period after this approval of Alternative 5B, generally as follows: approximately 11 acres of privately owned property, hereinafter the "Spano property," shall be acquired by the San Joaquin River Access Corporation (SJRAC); a post-closure land use plan for the Spano property must be approved; exceptions/variances to the Bluff Protection Overlay District and tree removal ordinance must be secured from the City of Fresno;

the issues associated with the proposed Spano easement attached to the San Joaquin River Access Corporation's option agreement must be resolved to the Conservancy Board's satisfaction; and an access easement for public use shall be secured in favor of a willing public agency and recorded for the Spano property; alternatively, the Conservancy shall investigate acquiring fee title ownership of the Spano Property."

This staff report presents the status of accomplishing the benchmarks. A summary of what the parties have achieved to demonstrate reasonable progress within the specified one-year time period to implement the North Palm Access is summarized below and then discussed in greater detail in the Discussion section.

1. Acquisition of Spano property by the SJRAC: Escrow on the 11-acre property "Spano property" (Property) is expected to close on or about December 24, 2018, resulting in fee title ownership by the SJRAC. The SJRAC is also securing two other nearby parcels to facilitate future Parkway facilities should the Conservancy or its partners pursue such plans.
2. Approval of Post-Closure Land Use Plan: The Post-Closure Land Use Plan (dated December 13, 2018) for the Property was approved by the County of Fresno Environmental Health Division as indicated in an email dated December 17, 2018. The Central Valley Regional Water Quality Control Board provided an email on December 24 indicating their concurrence that the plan is sufficient. The plan approves development of the North Palm Access and parking facility as approved by the Board for the Alternative 5B. Both agencies must review and approve the construction plans after they are developed.
3. Approval of exceptions and/or variances: On December 5, 2018, the Fresno City Planning Commission approved exceptions/variances to the Bluff Protection Overlay District and tree removal ordinances.
4. Address Conservancy concerns with proposed easement between Mr. Spano and SJRAC: The draft amended easement attached to the SJRAC's option agreement with Mr. Spano was reviewed by the Board at the September 5, 2018 meeting. The Board enumerated at least four specific concerns. At the November 2018 Board meeting, the SJRAC reported that an amendment to the easement that addressed the Board's primary concerns was accepted by Mr. Spano. The easement and amendment, which have been executed by the parties, ensure the approved Project can be developed and operated on the Property consistent with Conservancy plans and policies, and allows future improvements envisioned in the San Joaquin River Parkway Master Plan.
5. Secure public access easement for Property: The Board action on September 5, 2018, directed staff to discontinue investigations and negotiations aimed at the State acquiring the parcel, and directed staff to negotiate and secure a permanent public access easement on the SJRAC Property. An initial draft was provided by the Wildlife Conservation Board (WCB) staff to the SJRAC and Conservancy staff on November 2, 2018. A revised draft was provided to the SJRAC by the WCB and Conservancy attorneys and staff on December 17. The proposed easement: secures rights to develop, operate, and maintain improvements on the Property required for the North Palm Access; secures rights to open it for managed public use consistent with the North Palm Access as described in the Final EIR and with Parkway purposes; and protects the State parties from risks and liabilities. As of the date of this memo, December 28, staff and the SJRAC attorney have not had an opportunity to discuss any remaining clarifications or refinements that may be required. As reported to the Board in periodic staff reports, the easement can be finalized and accepted by the SJRAC, WCB and

Conservancy; however, it cannot be executed until the State real property transaction approval process is completed.

In consideration of the reasonable progress made, staff recommends the Board, by motion and vote, direct staff to continue tasks and activities to implement the North Palm Access for the River West Fresno, Eaton Trail Extension Project. Figure 1, following this report, illustrates the approved North Palm Access.

In addition to the details provided in the Discussion section below, the following documents are included as Attachments:

- A. Parcel maps of property acquired by the SJRAC
- B. Post Closure Land Use Plan, December 13, 2018, and email indicating approval by the County of Fresno and Central Valley Regional Water Quality Control Board
- C. Resolution Nos 13554 (Development Permit); 13555 (Variance); and 13556 (Tree Removal Permit), December 5, 2018, Fresno City Planning Commission
- D. Deed, Option Agreement, Spano Easement and Easement Amendments, for the Spano Property transaction with the SJRAC

The pending Attachment E, a finalized Public Access Easement between the Conservancy and SJRAC, will be provided to the Board before the Board meeting as soon as it is available, and will be posted on the Conservancy's website, www.sjrc.ca.gov in advance of the meeting.

DISCUSSION:

Benchmark 1: Spano property shall be acquired by the SJRAC.

The SJRAC anticipates it will close escrow on the property planned for the North Palm Access parking area and associated public access features before the January 9, 2019 Board meeting. The SJRAC decided to also acquire two other properties owned by Mr. Spano west of the River West Project at the end of the Palm-Nees private roadway near the riverbank. The added parcels were secured to ensure that land would be available should the Conservancy or its partners want or need an added parking area that could eventually serve the River West Project. The locations of the Spano property and the added parcels are shown on Attachment A.

Benchmark 2: A Post-Closure Land Use Plan for the Property must be approved by the agencies with regulatory jurisdiction.

The Property was the site of a Class III landfill that received inert wastes. The landfill had been properly closed as required the County of Fresno Environmental Health Division. A subsequent Post-Closure Land Use Plan is required to develop the site for particular uses, such as the Parkway public access facility approved by the Board as a part of the River West Project, North Palm Access. The SJRAC employed a consultant to prepare a Post-Closure Land Use Plan (Plan) and submitted it to the County and the Central Valley Regional Water Quality Control Board for approval. The Plan details the approved North Palm Access, and allows the development and public use of the parking area, trails, landscaping with the plant palette included in the Parkway Master Plan, and associated infrastructure, such as lighting. Although the Post-Closure Plan does not allow installation of a vault toilet restroom on the property, it can be located nearby on Conservancy property above the 100-year flood elevation, which is a design requirement regardless.

The County and the Regional Water Board approved the Post-Closure Plan, subject to eventual review and approval of the construction plans to ensure the design and specifications are consistent with the plan. The approved Plan is provided in Attachment B.

Benchmark 3: Exceptions/variances to the Bluff Protection Overlay District and tree removal ordinance must be secured from the City of Fresno.

Grading on the bluff and removal of mature trees will be necessary to construct the North Palm Access roadway from the terminus of Palm Avenue to the parking area. The impacts and requirements were identified in the Project's Final EIR. The Board committed in Resolution 17-02 to mitigate the removal of the native trees by replacing five native trees for each one removed. The mitigation measure also included appropriate engineering and best management practices for constructing the roadway on the steep bluff.

The City of Fresno Development Code includes ordinances protecting the integrity of the river bluff and requiring permits from developers to remove mature trees. Variances and permits may be secured from the City Planning Commission. The City, who owns the affected bluff parcel, submitted an application for the variance and permits required to complete the North Palm Access. The Planning Commission approved the variance and permits on December 5, 2018. The approval was not appealed. The Planning Commission's Resolutions are provided in Attachment C.

Benchmark 4: Issues associated with the Spano easement attached to the SJRAC's option agreement must be resolved to the Conservancy Board's satisfaction.

The first option agreement and an associated easement between the SJRAC and the land seller, Mr. Spano, was presented to the Board before the December meeting at which it approved the Project. The Conservancy had concerns about whether the SJRAC was securing adequate rights for it and the public agencies to implement the North Palm Access because the easement granted Mr. Spano significant control over the future development and use of the Property.

Over the course of several months following approval of the Project, the SJRAC worked in cooperation with Conservancy and WCB staff to identify acceptable amendments to the easement to ensure the easement would not preclude the Project as approved and would accommodate future proposals consistent with the Parkway Master Plan. The SJRAC secured Mr. Spano's approval of the easement amendment.

The Spano easement amendment was presented to the Board at its meeting on September 5, 2018. The Board enumerated four specific remaining outstanding concerns, and another possible issue was raised by a Board member over the course of the meeting. The Board passed a motion directing staff to continue to work with the SJRAC on the revised Spano easement to address the concerns raised by Board members at the meeting.

The SJRAC negotiated and executed the easement and easement amendment with Mr. Spano, as a part of their acquisition negotiations. The Conservancy was not a party to the negotiations, but communicated its concerns and provided recommendations to the SJRAC at various opportunities. The issues specifically raised by the Board regarding the Spano easement, as summarized in the Board minutes, have been resolved as follows:

1. Identify plans or protected measures for the future viability of the Project in the event of potential dissolution of the San Joaquin River Access Corporation—this issue and its resolution are associated with Benchmark 5, see below.
2. Access Easement Section 1-a: Request Mr. Spano to agree to an educational kiosk and signage to be incorporated into the easement. This was added to the easement amendment.
3. Ask Mr. Spano to agree to a provision that articulates that any future additional parking within the two additional parcels purchased from him by the SJRAC is not restricted by the easement. (The parcels were acquired by the SJRAC to facilitate additional Parkway parking in the future.) This was added to the easement amendment.
4. Access Easement Section 2d: Add language similar to that in section 2a to make it clear the approved features do not interfere with the view. This was added to the easement amendment.

One Board member also raised a concern that the amendment does not allow for additional points of public vehicle access other than the North Palm Access road. However, the Project approved by the Board last December, the Final EIR for the Project, and the Parkway Master Plan do not contemplate or approve other points of public vehicle access to the property. The SJRAC and Mr. Spano did not include this request in the easement amendment.

The executed Deed, Option Agreement, Easement, and Easement Amendment are included in Attachment D.

Benchmark 5: An access easement for public use shall be secured in favor of a willing public agency and recorded for the Spano property; alternatively, the Conservancy shall investigate acquiring fee title ownership of the Spano Property.

The September 5, 2018, staff report to the Board recommended that the Conservancy discontinue investigations and negotiations aimed at the State acquiring the parcel for a number of reasons. The Board accepted staff's recommendation by unanimous vote.

The SJRAC has acknowledged that that the State does not intend to acquire the property, and the organization has stated that intends to retain ownership as necessary to facilitate the North Palm Access.

Over the last two months, the WCB and Conservancy staff and attorneys developed and negotiated a permanent Public Access Easement with the SJRAC. In brief, the public access easement, which shall be recorded and be an obligation of any future landowner, includes the following:

- Grants to the State an easement over the property for public recreational purposes and to install and maintain public access improvements;
- Acknowledges the Post-Closure Land Use Plan obligations and responsibilities of the SJRAC (or any successor landowner);
- Establishes that the uses, activities, and structures shall be consistent with the approved Project and the Parkway Master Plan and their respective EIRs;
- Recognizes that the State may act through agents, contractors, grantees, etc., collectively, "State parties";
- Establishes the specific purposes of the easement, including, that the State may enter the Property, and after the North Palm Access is developed¹, the State may permit members of the general public to enter the Property for: (i) public vehicle access and

¹ The State's obligations under the easement would not go into effect until the State parties initiate construction and operation of the project.

parking with associated improvements; (ii) pedestrian, equestrian, and/or bicycle trail use; (iii) nature observation and study; (iv) other compatible low-intensity conservation, recreational, scientific and/or educational purposes; (v) construction, maintenance and repair of any improvements; (vi) access for security, enforcement, response, and/or emergency purposes; and (v) for all other State and public uses contemplated by the Parkway Master Plan, and any updates thereto, and for development, operation, management and use of the Project;

- Grants rights to the State to develop and use a nonexclusive, continuous, public right-of-way to access the Property; to construct, repair, restore, and maintain the Project improvements (detailed in the easement and consistent with the approved Project); to erect signs; to host organized public tours within the Property; and to manage vegetation and conduct habitat restoration;
- The SJRC/landowner may not interfere with the Project or prevent the public use permitted under the easement;
- The SJRC/landowner shall remain solely legally and fiscally responsible for: any implementation, monitoring, and maintenance activities required under the Post-Closure Land Use Plan or any other plans or actions required by regulatory agencies with regard to the Property's past use as a Class III landfill, any remediation arising from implementation, monitoring, and maintenance, or as required in the future under any Applicable Laws arising from or associated with the past use of the Property as a Class III landfill; or changing conditions associated with this past use;
- The SJRC/landowner warrants that other than as specified, no one has the legally enforceable right to use the Property for purposes that are inconsistent with the purposes of the easement;
- During and after development of the Project, the State agrees to indemnify and hold harmless the SJRC/landowner and agrees to repair or pay for any damage proximately caused by reason of the uses authorized by the easement; and
- The SJRC/landowner shall remain solely liable, and shall indemnify, defend, and hold harmless the State Parties, for any claim, judgment, damage, penalty, fine, cost, liability or loss occurring prior to the date of development of the property by State parties; (ii) activities or uses engaged in by landowner parties; (iii) personal injury, risks, or any other liabilities associated with or arising from the past use of the Property as a Class III landfill or landowner's failure to carry out any duties with regard to the landfill and Post-Closure Land Use Plan; (iv) the presence of or any release of hazardous materials from the Class III landfill or by landowner parties, or any violation of federal, state, or local environmental laws by landowner parties, other than any release or violation directly caused by any of the State Parties or the general public; or (v) any structure, facility and improvement within the Property other than improvements installed by State Parties.

The Board requested staff to identify plans or protected measures for the future viability of the Project in the event of potential dissolution of the SJRAC. The public access easement is permanent remains recorded as an encumbrance on the Property, meaning that any subsequent owner is bound by the easement terms, including all obligations specified as remaining with the landowner. Therefore, regardless of whether the SJRAC in the future dissolves and sells the land to someone else, the easement remains. Through the easement, the Conservancy will have secured the right to construct, operate, and maintain the Project, while protecting the State from the possible risk of becoming a responsible party with regard to landfill closure and the post-closure burdens.

In status reports and discussions at Board meetings over the course of 2018, the Board was informed that while a public access easement could be finalized by the December 31, 2018,

timeframe, the negotiated easement must be subsequently reviewed and approved in accord with the State's real property transaction approval process. This remaining work may take several months.

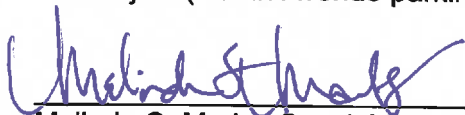
The finalized easement, satisfactory to Conservancy staff, State legal counsel, and the SJRAC, but subject to State real property transaction approval, is pending and will be provided to the Board and posted for public review in advance of the meeting as Attachment E. Holidays and vacation schedules made it difficult to complete this last document by the date of this memo, December 28; however, provided the SJRAC agrees substantially to the terms presented by the State, this benchmark will be met by the date of the Board meeting and will secure the rights and protections the State requires.

Future Implementation

Based on the administrative record for the Project approval, the Board's benchmarks were intended to ensure that specific issues identified during deliberations did not become barriers to implementing the North Palm Access, and to ensure that outstanding issues and commitments were met expeditiously to ensure the Project could move forward when ready, without stalling or delay.

Staff recommends the Conservancy continue tasks and activities to implement the approved Project and the North Palm Access (Alternative 5B), including completing the State's real property transaction review of the public access easement so that it can be executed and recorded.

Other high-priority activities include securing a partner to scope and budget a proposed grant or contract for engineering and construction plans, and simultaneously working with potential partners to secure funds for operations and maintenance, particularly for the core elements of the Project (Perrin Avenue parking/public access area and Eaton Trail extension).



Melinda S. Marks, Special Consultant

Attachments:

Figure 1: North Palm Access

Attachment A: Parcel map of property acquired by the SJRAC

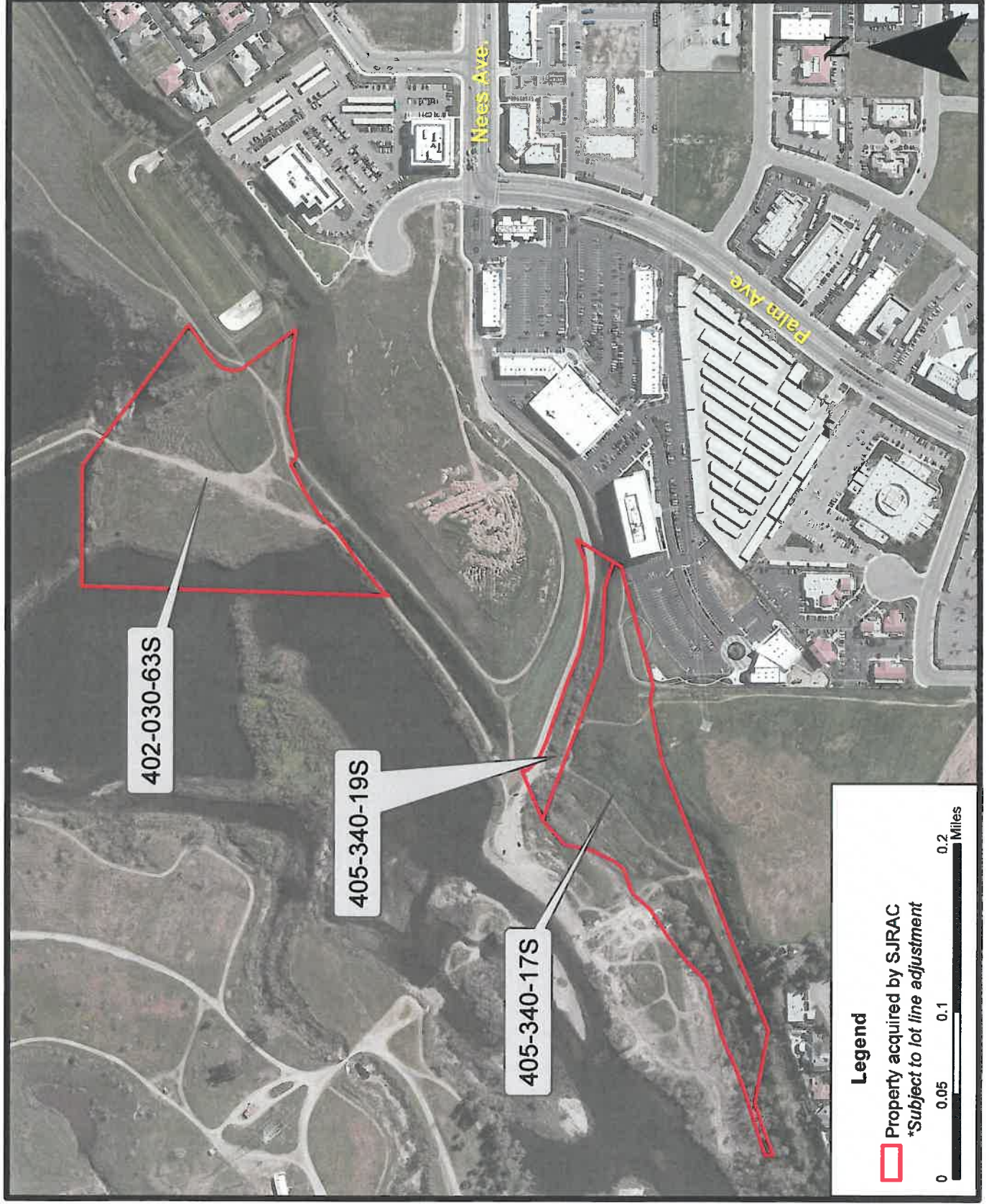
Attachment B: Post Closure Land Use Plan, December 13, 2018, and email indicating approval by the County of Fresno and Central Valley Regional Water Quality Control Board

Attachment C: Resolution Nos 13554 (Development Permit); 13555 (Variance); and 13556 (Tree Removal Permit), December 5, 2018, Fresno City Planning Commission

Attachment D: Deed, Option Agreement, Spano Easement and Easement Amendments, for the Spano Property transaction with the SJRAC

Attachment E [pending]: Finalized Public Access Easement between the Conservancy and SJRAC

Attachment A





July 18, 2018
Revised: December 13, 2018
Kleinfelder Project No. 20190355.001A

Mr. Richard Tim Bakman
San Joaquin River Access Corporation
7797 North First Street, #47
Fresno, California 93720

**Subject: Post-Closure Land Use Plan
Spano River Ranch Disposal Site
APN 402-030-63S
Fresno, California 93720**

Dear Mr. Bakman:

In accordance with your request, Kleinfelder, Inc., has prepared this Post-Closure Land Use Plan for the Spano River Ranch Disposal Site for your review and approval. Once approved, digital copies of the report will be submitted to Fresno County Environmental Health Division and the Regional Water Quality Control Board.

We appreciate the opportunity to provide environmental and geotechnical services to you on this project. If you have any questions, please contact the undersigned at 559-486-0750

Respectfully submitted,

KLEINFELDER, INC.

Adam AhTye, EIT
Staff Professional II

Stephen Plauson, PE, GE
Principal Geotechnical Engineer

cc: Daniel Carlson, Regional Water Quality Control Board, Fresno CA
Kevin Tsuda, Fresno County Environmental Health Division, Fresno CA



**POST-CLOSURE LAND USE PLAN
SPANO RIVER RANCH DISPOSAL SITE
APN 402-030-63S
FRESNO, CALIFORNIA 93720
KLEINFELDER PROJECT 20190355.001A**

JULY 18, 2018
Revised: December 13, 2018

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20190355.001A/FRE18R79737R1

Page i of iv

Revision No. 1: December 13, 2018
Original Report Date: July 18, 2018

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A Report Prepared for:

Mr. Richard Tim Bakman
Member of the Board
San Joaquin River Access Corporation
7797 North First Street, #47
Fresno, California 93720

**POST-CLOSURE LAND USE PLAN
SPANIO RIVER RANCH DISPOSAL SITE
APN 402-030-63S
FRESNO, CALIFORNIA 93720**

Prepared by:

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Revised Report: December 13, 2018
Original Report: July 18, 2018
Kleinfelder Project No: 20190355.001A

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**POST-CLOSURE LAND USE PLAN
SPANO RIVER RANCH DISPOSAL SITE
APN 402-030-63S
FRESNO, CALIFORNIA 93720**

1 INTRODUCTION

Kleinfelder, Inc. has prepared this Post-Closure Land Use Plan (PCLUP) for the San Joaquin River Access Corporation (SJRAC) on behalf of the current property owner SOB Enterprises. The PCLUP has been developed for the portion of the Spano River Ranch Disposal Site located within Fresno County Assessor's Parcel Number (APN) 402-030-63S (Site). This PCLUP has been developed to satisfy the requirements set forth by the Fresno County Department of Public Health, Environmental Health Division (FCEHD) in correspondence dated December 8, 2017. The FCEHD, acting as the Local Enforcement Agency (LEA), believes the proposed use of the Site as a parking lot satisfies regulatory requirements set forth in the California Code of Regulations Title 27, Sections 21140 through 21190.

For the proposed project to move forward, a final PCLUP which includes elements described in the December 8, 2017 FCEHD correspondence must be submitted for review and approval.

2 SITE DESCRIPTION

The Site is one of several parcels known as the Spano River Ranch Disposal Site and is identified as Solid Waste Information System Number (SWIS#) 10-CR-0014 in the CalRecycle database. Based on information provided to Kleinfelder from the SJRAC, the Site includes the portion of the Spano River Ranch Disposal Site located at the bottom of the San Joaquin River Bluff on the south side of the San Joaquin River channel. According to the U.S. Geological Survey (USGS) 7.5 Minute Fresno North, California topographic map, dated 1965, photo-revised 1981, the Site is in the south-eastern portion of Section 29, Township 12 South, Range 20 East, Mount Diablo Baseline and Meridian, at an elevation of approximately 260 feet above mean sea level. According to the Fresno County Assessor's Office, assessor's parcel number (APN) 402-030-63S is approximately 11.61 acres of open space. Currently, access to the Site is by foot from the Palm Avenue cul-de-sac located north of West Nees Avenue, Fresno, California (Figure 1).

The Site includes a planned access road that will begin along the northern edge of the Palm Avenue cul-de-sac and traverse down the river bluff and rounding a Fresno Metropolitan Flood Control District ponding basin before reaching the proposed parking lot. The access road will traverse through APNs 402-570-12T, 402-030-47ST, 402-030-38ST, 402-030-50ST, 402-030-48ST, 402-030-69ST, 402-030-52ST, and 402-030-63S (Figure 2).

Based on review of Google Earth images, the proposed parking lot area is bound by the San Joaquin River to the west, gravel pit ponds to the north and northeast, a flood control basin to the east, and the Kepco-Pinedale landfill to the south. The City of Fresno's Spano Park is located at the top of the bluffs to the southeast.

3 BACKGROUND

3.1 SITE HISTORY

Based on review of various site assessment reports prepared by Kleinfelder and other consultants, historical topographic maps, and agency information provided by the SJRAC, the following is a brief history of the Site's disposal operations up until the operations ceased.

Prior to the 1960's the Site and adjacent properties in the San Joaquin River channel were owned by the Pappas family and utilized to grow various agricultural row crops and pasture/range land. In 1961 the Site was purchased by the Spano family. During the 1960's and early 1970's the Site and adjacent areas were used for sand and gravel mining by Stewart and Nuss Inc (Twining, 2001).

Beginning in 1972, inert materials such as concrete and asphalt were disposed in the former sand/gravel mine pits. On June 11 and July 20, 1973, three fill areas totaling approximately 25 acres, which included the Site, were inspected by the California Regional Water Quality Control Board – Central Valley Region (RWQCB). The RWQCB noted the fill areas were not causing a pollution of San Joaquin water at the time of the inspections. On July 31, 1973, Mr. Oscar Spano submitted a report of waste discharge to the RWQCB. Mr. Spano reported discharging Class III wastes into abandoned gravel quarries covering approximately 25 acres, which included the Site. On August 21, 1973, the RWQCB issued Order No. 74-29 Waste Discharge Requirements for Spano River Ranch Class III Solid Waste Disposal Site, Fresno County. The waste discharge requirements limited the waste materials deposited to Class III wastes only. Wood and metal materials mixed with Class III wastes would not constitute greater than 10 percent by volume of the incoming waste loads. The Waste Discharge Requirements Order No. 74-29 was adopted on September 28, 1973.

On February 5, 1980 the State of California Reclamation Board approved Application No. 12867 GM thus allowing Mr. Stan Spano "to fill existing excavation pit with inert materials and cover with .6 meter (2 feet) of top soil on the left bank of the San Joaquin approximately 2.5 kilometers (1.5 miles) downstream from Lanes Bridge north of Fresno. Section 29, T12N, R20E, M.D.B. & M. San Joaquin River, Fresno County. Due to changes in jurisdiction of the Site, Mr. Spano was required to obtain permission for the reclamation project from the City of Fresno. Based on a

March 4, 1985 letter from Mr. Spano's consultant, Buada Associates, reclamation operations began in 1982 following approval from the Reclamation Board and City of Fresno in December 1981.

On May 5, 1991, a Site inspection by RWQCB staff indicated that closure activities consisting of the placement of a soil cap over the inert wastes was in progress.

An April 9, 1998 RWQCB memorandum indicated that landfill operations ceased in 1990 and approximately four acres of the landfill had been utilized receiving approximately 100,000 cubic yards of material. The landfill was estimated to be approximately 10 to 20 feet in depth. The RWQCB memorandum indicated that the wastes deposited at the Site did not appear to pose a threat to groundwater or to surface water and the landfill appeared to have been closed in accordance with Order No. 74-29.

3.2 PREVIOUS INVESTIGATIONS

The following is a brief overview of previous investigations performed at, and adjacent to, the Site.

3.2.1 Groundwater

In December 1989 The Twining Laboratories, Inc. (Twining) installed three groundwater monitoring wells near the Spano Ranch River Disposal Site (Figure 3). Groundwater monitoring well MW-1 was installed near the Site at the bottom of the San Joaquin River Bluff on the south side of the San Joaquin River channel. Groundwater monitoring well MW-2 was installed at the toe of the Kepco Pineland Disposal Site near Stewart and Nuss Road. Monitoring well MW-2 was installed approximately 900 feet southwest of the Site. Groundwater monitoring well MW-3 was installed at the top of the bluff approximately 650 feet south-southeast of the Site. Groundwater samples collected on December 12, 1989 detected concentrations of sec-Butylbenzene in monitoring well MW-2 at 1.5 milligram per liter (mg/L). No other constituents of concern were detected in groundwater sampled on December 14, 1989 (Twining, 1990). Copies of Twining's analytical tables are included in Appendix A.

Groundwater monitoring well MW-4 was installed in March 1990 at the southern end of the Kepco Pinedale Disposal Site. Monitoring well MW-4 was installed approximately 850 feet south of the Site. Groundwater samples were collected on March 30, 1990 from monitoring wells MW-1 to MW-4. Dichlorodifluoromethane was detected in groundwater collected from monitoring well MW-4 at

a concentration of 1.5 micrograms per liter ($\mu\text{g/L}$). Chromium was detected in groundwater collected from monitoring well MW-2 at a concentration of 0.2 $\mu\text{g/L}$.

Dichlorodifluoromethane was detected at 2.1 $\mu\text{g/L}$ from a groundwater sample collect on May 15, 1990 from monitoring well MW-4.

Groundwater samples were collect on June 19, 1990 from monitoring well MW-4 and City of Fresno Well No. 98, located approximately 1,700 feet southeast of the Site. Dichlorodifluoromethane was detected at a concentration of 11 $\mu\text{g/L}$ in groundwater collected from monitoring well MW-4. No constituents of concern were detected in groundwater from the City of Fresno Well No. 98.

Twining estimated a southeast groundwater flow direction during the 1989 and 1990 groundwater assessments. The groundwater elevation from March to April 1990 averaged approximately 243.78 feet above mean sea level (msl).

3.2.2 Soil Gas

Soil gas samples have been collected near the Site since at least 1992 and has continued through at least the Second Quarter (April to June) 2017. Two generations of soil gas probes have been installed and sampled near the Site. In 1992 Twining installed seven soil gas probes (GP-1 through GP-7) around the perimeter of the Kepco Pinedale Disposal Site (Figure 4). Between 1996 and 1999 Twining installed eight soil gas probes (GP-1 through GP-8) at the Palm Bluffs site. Soil gas probes GP-1 and GP-6 through GP-8 were subsequently destroyed and replaced with corresponding soil gas probes GP-1R, GP-6A, GP-7A and GP-8A. Technicon Engineering Services, Inc. (Technicon) installed soil gas probe GP-9 in 2005.

Sixteen (16) soil gas probes (and four replacement wells) have been installed since 1992. However, of the 16 soil gas probe locations, five of those locations are near the Site and planned improvements associated with the access roadway and parking lot. The five soil gas probe locations are GP-2 and GP-7 (installed in 1992) and GP-3, GP-4, and GP-6/GP-6A (installed between 1996 and 2000).

Soil gas samples were collected on August 5, 1993 by SCS Engineers, Inc. (SCS). Methane was detected in soil gas probe GP-2 at 2, 3, and 4 percent by volume in the nested probes set at 5 to 30 feet, 39 to 59 feet, and 69 to 89 feet below ground surface (bgs), respectively. Methane was

not detected in gas probe GP-7 (SCS, 1993). Soil gas analytical results are included in Appendix B.

On December 9, 2003, Kleinfelder installed two soil gas probes (P-1 and P-3) near the southern boundary of the planned parking lot. During this assessment, groundwater was encountered at 14 feet bgs. On December 12, 2003, Kleinfelder sampled the two soil gas probes which were set at 12 feet bgs. The soil gas probes were monitored for methane, carbon dioxide, and oxygen. Methane was not detected, and carbon dioxide and oxygen were within expected ranges (Kleinfelder, 2004).

Between August 26, 1996 and June 6, 2017, at least 62 soil gas monitoring events have been performed using soil gas probes GP-3, GP-4, and GP6/GP-6A.

Based on a review of summary reports prepared by Twining and Technicon, it appears combustible gas concentrations were not detected at or above the lower explosive limit (LEL) in soil gas probes GP-4 and GP-6/GP-6A. The LEL has been exceeded at soil gas probe location GP-3. However, the LEL has not been exceeded at soil gas probe GP-3 since September 2004. When the data is available it appears that when the LEL was exceeded the corresponding oxygen concentrations were below 10 percent.

On September 1, 2017, Twining summarized the soil gas monitoring results for the Second Quarter 2017. The summary report also included tabulated results of all the monitoring events beginning in August 26, 1996 through June 6, 2017. Methane monitoring is shown to exceed the LEL however the oxygen concentrations were on average measured below 10 percent (Twining, 2017).

3.2.3 Excavations and Test Pits

Based on review of reports associated with the development of the Riverview Estates, it was determined that the northeastern limits of the Kepco Pinedale Disposal Site had extended through Spano Park. SCS Engineers indicated that Spano Enterprises would dedicate a portion of the development site to the City of Fresno for a park (SCS, 1993). SCS reported that a portion of the "future" park parcel was used for disposal of inert debris, tree stumps, and concrete which would be removed from the park area during site preparation.

A review of photographs taken on January 12, 1994 by the Fresno County Health Services Agency shows a portion of the Kepco-Pinedale Disposal Site being excavated for future development of Spano Park. Landfill materials such as concrete, tree stumps, tires, and metal were separated during the excavation activities. A subsequent series of photographs taken on June 28, 1994 show the portion of the former landfill site being excavated down to native soils. Correspondence dated July 7 and 25, 1994 from the Fresno County Health Services Agency confirmed and approved of the waste removal activities from the proposed park site. Documentation of the fill soil was prepared by Twining in reports dated September 6, 1994 and January 5, 1995 (RMA, 2017).

On April 4, 2002, Twining excavated seven pits (B-7 through B-13) in the Spano Ranch River Disposal Site (Figure 5). The excavated material was estimated to contain 60 percent soil and 40 percent landfill debris. Landfill debris was encountered in each of the seven pits and was comprised of concrete, asphalt, brick, rebar, and other similar types of materials (Twining 2002). Due to the backhoe limitations the thickness of the landfill debris could not be assessed.

On April 22, 2002, Twining excavated five pits (B-14 through B-18) in the Spano Ranch River Disposal Site to assess conditions at depths greater than eight feet bgs. The excavated material was estimated to contain 60 percent soil and 40 percent landfill debris. Landfill debris was encountered in excavation pits B-14 through B-17 and was comprised of concrete, asphalt, brick, rebar, and other similar types of materials. No domestic waste was encountered. Groundwater was encountered at 15 feet BGS in each of the five pits. Native soils were not encountered in excavation pits B-14 through B-17. Excavation pit B-18 contained no landfill debris (Twining 2002).

On November 13, 2003, Kleinfelder excavated four backhoe trenches (P-1 through P-4) along the estimated southern edge of the Spano River Ranch Disposal Site (inert Class III landfill). The trenches were excavated to a maximum depth of 20 feet BGS. Kleinfelder prepared a February 6, 2004, report summarizing the excavation activities. Native soils encountered within backhoe trenches P-1, P-2, and P-4 consisted of silty sands and sands. No landfill debris was encountered in backhoe trenches P-1, P-2, and P-4. Asphalt debris was encountered beginning at approximately one-foot bgs in excavation P-3 to the bottom of the excavation, approximately 20 feet bgs. Portable FID measurements taken in the field did not reveal the presence of combustible methane (Kleinfelder, 2004).

3.2.4 Geotechnical Soil Borings

On July 19, 2017 RMA GeoScience (RMA) prepared a Geotechnical Design Memorandum, which documents five soil borings drilled within the Alternative 5 planned limits of the access roadway and parking lot. RMA noted that soil boring B-1 was drilled through landfill materials such as miscellaneous trash, work, tin can, plastic, wire, rope, asphalt, motor oil, and paper to a depth of approximately 32 feet bgs. Soil boring B-5 encountered fill material with wood debris and a piece of wire mixed with fine to medium silty sand to the maximum depth explored of 11 feet bgs. Soil borings B-2, B-3 and B-4 did not encounter any landfill materials but did encounter fill soil. The native soils encountered in soil borings B-1 to B-4 consisted of fine to medium silty sand with scattered fine gravel and seams of fine sand and silty sand. Native soils were generally medium dense to dense except for a loose zone of soil encountered in soil boring B-4 at approximately 15 feet bgs (RMA, 2017).

4 SITE SETTINGS

4.1 GEOLOGY

According to the Fresno Sheet of the Geologic Map of California (Compiled by Robert A. Matthews and John L. Burnett, 1965), the surficial deposits of the area of the Site are described as recent quaternary age stream channel deposits. The deposits were derived from erosion of the Sierra Nevada Mountains east of the Site.

The Site is underlain by the following soil types: Pollasky-Rocklin sandy loams, 3 to 15% slopes; Terrace escarpments; Grangeville soils, channeled; Grangeville fine sandy loam, 0 to 1% slopes, Riverwash, and Tujunga soils, channeled, 0 to 9% slopes (NRCS 2017). The native soils encountered in excavations performed at the Site were described as silty sand and sands.

4.2 HYDROLOGY

Groundwater in the Fresno area generally occurs in unconfined, perched, and semi-confined conditions. Groundwater generally trends towards a topographic trough located on the western side of the San Joaquin Valley and then trends north towards the Sacramento River-Delta region. Groundwater at the Site is primarily influenced by the San Joaquin River and groundwater pumping. Based on previous investigations at the Site, groundwater is usually less than 20 feet bgs and flows towards the south to southeast.

5 ENVIRONMENTAL CONSIDERATIONS

Based on previous investigations and regulatory agency correspondence, there are a few environmental considerations that should be planned for during Site development.

- **Groundwater Impacts:** Surface water percolating through landfill debris could contaminate groundwater.
- **Landfill Gas Migration:** There is a potential for gas migration of landfill gas from adjacent landfills primarily during the access road grading and construction operations.
- **Landfill Gas Exposure:** There is a potential for landfill gas exposure to construction workers primarily during the access road construction and grading operations.
- **Nuisance:** Landfill gases produce unpleasant odors and could potentially make construction workers and the public ill. Methane gases can kill vegetation creating landscaping issues which could exacerbate slope erosion.
- **Settlement:** The access road and proposed parking lot could be subject to settlement issues which may also affect utilities, pavement cracking, slope erosion, and change drainage patterns.
- **Waste Disposal:** Landfill materials encountered during the access road and parking lot construction will be required to be transported to a Class III landfill.
- **100-Year Flood Event:** The Federal Emergency Management Agency (FEMA) has designated the Site as being located within a 100-year flood zone.

6 ADJACENT LANDFILL

The Spano River Ranch Disposal Site has also been described as the Pinedale Landfill and the Kepco Pinedale Landfill. To avoid confusion in this report, we will refer to the Spano River Ranch Disposal Site as the Site and the Kepco Pinedale Disposal Site as the adjacent property located south of the Site. The adjacent property was owned by Spano Enterprises and leased to Mr. Clyde Kepley. The Kepco Pinedale Disposal Site began accepting waste in the bottom of the river channel and was built up over the years butting up against the southern side of the San Joaquin River bluff to a final elevation of approximately 340 feet above msl. The Kepco Pinedale Disposal Site accepted Class II and III waste. Class III waste was disposed of in the lowest elevations of the landfill between elevations of 260 and 290 feet above msl. Above 290 feet msl the landfill accepted Class II and III waste materials. Previous investigations described in this report were performed on the Kepco Pinedale Disposal Site within proximity of the planned improvements associated with the access road and parking lot to be constructed. In the mid-1990's Twining identified two areas where subsurface landfill fires were occurring at the Kepco Pinedale Disposal Site. Based on review of available maps produced by Twining, the landfill fires were located approximately 1,250 feet southwest of the Spano River Ranch Disposal Site. It appears that the proposed improvements associated with the Site are outside the eastern limits of the Kepco Pinedale Disposal Site.

In 1995 a portion of the Kepco-Pinedale Disposal Site was excavated to native soils thus removing landfill materials. The area was then re-engineered with fill dirt to create the slope above the Fresno Metropolitan Flood District's catch basin creating Spano Park at the top of the bluff.

7 SITE DEVELOPMENT

7.1 PROPOSED IMPROVEMENTS

An understanding of the proposed land use is based on review of a conceptual site plan provided by SJRAC. Preliminary planning proposes the design and construction of an asphalt paved parking lot within the Spano River Ranch Disposal Site to provide an area for river access. The proposed parking lot is anticipated to encompass approximately 0.41 acres and will be accessed via a new roadway to be constructed from the end of the North Palm Avenue cul-de-sac. The parking lot will be constructed over the existing landfill debris however, the new roadway is proposed to be constructed outside the landfill areas.

Details of the planned parking lot have not been developed, however, it is assumed the parking lot will be designed for auto parking use with the possibility for occasional fire trucks, trash collection trucks, and bus traffic. Appurtenant improvements are anticipated to include light fixtures, an open air informational kiosk, underground utilities, hardscape, landscaping, and bio swales. Planning at this time indicates there are no habitable structures proposed for the development.

The recommendations contained within this PCLUP are intended to provide recommendations for the preliminary planning and preliminary design phases of the project. Upon approval of PCLUP final design of the improvements will be necessary for submittal to the City of Fresno

7.2 DESIGN APPROACH

The previous studies referenced herein indicate the subject Spano River Ranch Disposal Site consisted of the infilling of a gravel mining pit with primarily inert debris comprised of asphalt concrete, and metal debris. There were no reports of any significant disposal of house hold wastes, wood, or tree trimmings. An April 9, 1998 RWQCB memorandum indicated that landfill operations ceased in 1990 and approximately four acres of the landfill had been utilized receiving approximately 100,000 cubic yards of material. The landfill was estimated to be approximately 10 to 20 feet in depth. Subsequently, the landfill area was covered with approximately 2 feet of relatively clean soil.

The design concept involves construction of the proposed parking lot over a portion of the existing debris with the debris and existing cover remaining in-place. New engineered fill of approximately 3 to 5 feet in thickness will be graded over the existing ground surface to prepare the site for the improvements and further protect the existing soil cover. Storm water is proposed to infiltrate into the subsoil through use of bio-swales and as an option use of pervious pavements to mitigate runoff.

The following report sections provide detailed recommendations to aid in preliminary planning and post closure schemes related to the parking lot to be constructed in debris containing areas.

7.3 DEVELOPMENT OVER LANDFILL DEBRIS

The proposed project is anticipated to be developed over areas containing buried debris and presently a 2-foot clean soil cap. Planning calls for placement of an additional 3 to 5 feet of soil cover to protect the existing soil cover and underlying debris. Developing over areas containing buried debris/waste may result in long term settlement of improvements. These settlements are triggered partially by new load, such as the construction of new fills and pavements. However, the majority of the settlements are derived from mechanical settlement (distortion, bending, crushing and reorientation of the debris) similar to consolidation of soil; raveling of fines into large voids; and physical changes through corrosion and oxidation.

The settlement of deposits due to the existing overburden as well as the effects of placement of new loads is difficult to predict. The difficulty is largely due to heterogeneous nature of the debris in terms of waste composition, depth, moisture variations, and the degree to which mechanical settlement (distortion, bending, crushing and reorientation of the debris) occurs. Considering that waste debris within the project area has been reported to consist of primarily of inert debris such as concrete and asphalt, future settlement in the debris areas under typical pavement loads is anticipated to be less than 6 to 12 inches. It's understood that some of the waste was placed in hydraulic conditions in lieu of mechanical means, which can lead to additional compression under new loading, as such isolated areas of settlement may be greater.

Grade changes as a result of settlement in pavement areas overlying the debris could result in ponding of water and reversed drainage gradients. The grade changes could lead to accelerated deterioration if the pavements in low areas develop, which pond surface water. In accordance with Section 21090b) (1)(3) Title 27, CCR, drainage established as part post— closure land use shall be maintained to ensure the integrity of the post closure land use. Therefore, frequent maintenance to maintain drainage as well as occasional removal of hardscape, re-grading to

establish positive drainage, and replacement should be planned on. In order for the re-grading to be effective, positive site drainage would need to be re-established; therefore, initial site grades would have to be exaggerated to allow for occasional re-grading. Landscape areas may also require occasional re-grading to correction erosion, if any occurs.

7.4 ASPHALT CONCRETE PAVEMENTS

7.4.1 General

It is anticipated that pavement areas will utilize asphalt concrete pavement. Due to ease of repair, asphalt concrete pavement is best suited for debris areas that will be improved with parking areas, driveways, access roads, etc.

The subgrade is anticipated to consist of engineered fill with a minimum R-value of 50 in accordance with the Import Fill Criteria, Table 4, in Section 8.

Detailed vehicular load and frequency information is not available for this project. However, it is assumed that traffic at the will consist of automobile traffic and occasional 2 and 3 axle fire trucks, trash collection trucks, and bus traffic. Consequently, pavement sections have been provided based on Traffic Indexes (T.I.'s) of 4.5, 5.0, 5.5, and 6.0. These traffic design assumptions should be reviewed for compatibility with the actual development, and revised pavement sections developed, as necessary.

7.4.2 Hot Mix Asphalt Pavement

The flexible pavement structural sections presented in Table 1 are based upon the California Department of Transportation (Caltrans) design procedures and a design R-value of 50. If import fill has a lower R-value, supplemental pavement recommendations can be provided based on the R-value of the import fill.

**TABLE 1
HMA RECOMMENDED MINIMUM PAVEMENT SECTIONS**

Traffic Index	Asphalt Concrete (inches)	Aggregate Base - Class 2 (inches)
4.5	2.5	4.0
5.0	2.5	4.0
5.5	3.0	4.0
6.0	3.0	4.5

7.4.3 Pervious Hot Mix Asphalt Pavement

As an alternative to traditional Hot Mix Asphalt (HMA) pavement, consideration could be given to the use of Open Graded Friction Coarse (OGFC) Pervious Pavement. Pervious pavement is designed primarily to promote storm water infiltration and improve the quality of storm water runoff. Benefits of pervious pavements include:

1. Reducing the rate of runoff
2. Filtering pollutants out of runoff
3. Infiltrating runoff into the ground, and
4. Maintaining the natural hydrologic function of the site

While pervious pavement designs may vary, they have a similar structure as HMA in Table 1 and consist of an OGFC surface pavement layer over asphalt treated permeable base (ATPB) with an underlying reservoir layer approximately 12 inches thick consisting of open graded crushed rock like ASTM C33 No. 56 aggregate. Table 2 provides the gradation for consideration in design of the final pavement scheme.

**TABLE 2
RESERVOIR LAYER CRITERIA**

Gradation (ASTM C136)	
Sieve Size	Percent Passing
1½-inch	100
1-inch	90-100
¾-inch	40-85
½-inch	10-40
⅜-inch	0-15
No. 4	0-5

7.4.4 Pavement Design Considerations

The design criteria assume a 20-year design period and that normal maintenance (crack sealing, etc.) is performed. The traffic index is a measure of the volume of truck traffic that will be applied to a pavement section in the design life. The allowable average daily truck traffic (ADTT) for the assumed traffic indexes is presented in Table 3.

**TABLE 3
AVERAGE DAILY TRUCK TRAFFIC**

Traffic Index	2-Axle Vehicle	or	3-Axle Vehicle	or	5-Axle Vehicle
4.5	2.2		0.8		0.2
5.0	5.2		2.0		0.5
5.5	11.6		4.3		1.1
6.0	24.1		9.0		2.4

The flexible pavement should conform to and be placed in accordance with the Caltrans Standard Specifications, May 2010 and, or Pervious Pavement Design Guide, August 2014. The aggregate base (Class 2) and Asphalt Treated Permeable Base (ATPB) should comply with the specifications in Sections 26 and 29. The aggregate base and upper 6 inches of subgrade should be compacted to a minimum of 95 percent relative compaction as determined by Caltrans Test Method 216 (Dry determination) or ASTM D 1557 test procedures.

Subgrade compaction below pervious pavements is discouraged due to decreased infiltration of storm water. The pervious pavement section should be placed in an excavated area and not on

import fill. If import fill material is required to achieve the design grades, it is recommended to use the reservoir layer material as the fill material to achieve the design grades. A concrete curb and, or geotextile separator should be placed between embankment materials on the sides of the reservoir area to minimize migration of the fill materials into the reservoir material.

7.5 LIGHT POLE FOOTINGS

Structures such as light poles, signs, canopies, etc., can be supported by pier foundations or direct burial posts. If design incorporates the use of pier or post foundations, use of the pole formulas in the CBC would be appropriate or specific recommendations in the project Geotechnical Investigation Report. The appropriate class of material in Table 1806.2 would be No. 4 (Silty Sand). Pier footings should not be allowed to penetrate the landfill debris as denoted in Section 21190, Title 27 CCR.

7.6 FAULTS AND SEISMICITY

The project site and its vicinity are located in an area traditionally characterized by relatively low seismic activity. The site is not located in an Alquist-Priolo Earthquake Fault Zone as established by the Alquist-Priolo Fault Zone Act (Section 2622 of Chapter 7.5, Division 2 of the California Public Resources Code).

Based on review of published data and current understanding of the geologic framework and tectonic setting of the proposed development, the primary sources of seismic shaking at this site are anticipated to be the Coast Ranges-Sierran Block ($M_w 7.1$), the Ortigalita ($M_w 7.1$), and the San Andreas ($M_w 8.4$) faults, which are located approximately 43, 61, and 72 miles, respectively from the site. The San Andreas Fault located west of the site is considered the governing fault.

There are no geologic factors at the project site that are unique and would necessitate special seismic consideration for design of the proposed structures. Use of the 2016 CBC/ASCE 7-10 design criteria would be appropriate, unless the structural engineer deems more specific data (e.g. site-specific response spectra) necessary. Seismic design parameters were obtained for the project site utilizing a Site Class of D, site coordinates, and seismic hazard curves and uniform hazard response spectra found at the Structural Engineers Association of California (SEA) website (www.seismicmaps.org). Table 4 provides the recommended seismic design parameters.

TABLE 4
GROUND MOTION PARAMETERS
2016 CBC/ASCE 7-10

Parameter	Value	Reference
S_s	0.614g	2016 CBC Section 1613.3.1
S_1	0.252g	2016 CBC Section 1613.3.1
Site Class	D	2016 CBC Section 1613.3.2
Seismic Design Category	D	2016 CBC Tables 1613.3.5 (1) and (2)
F_a	1.309	2016 CBC Table 1613.3.3(1)
F_v	1.896	2016 CBC Table 1613.3.3(2)
S_{MS}	0.804g	2016 CBC Section 1613.3.3
S_{M1}	0.478g	2016 CBC Section 1613.3.3
S_{DS}	0.536g	2016 CBC Section 1613.4.4
S_{D1}	0.318g	2016 CBC Section 1613.4.4
PGA	0.224g	ASCE 7-10 Figure 22-7
F_{PGA}	1.351g	ASCE 7-10 Table 11.8-1
PGA_M	0.303g	ASCE 7-10 Section 11.8.3
C_{RS}	1.046	ASCE 7-10 Figure 22-17
C_{R1}	1.105	ASCE 7-10 Figure 22-18

A probabilistic seismic hazard analysis (PSHA) procedure was performed using the 2014 USGS Unified Hazard Deaggregation Tool to estimate the earthquake magnitude. The USGS Unified Hazard Deaggregation Tool based on a probability of exceedance of 2 percent in 50 years determined a peak ground acceleration of 0.289g and a weighted magnitude of $M_w = 6.03$.

7.7 CORROSION POTENTIAL

Imported engineered fill should meet the criteria for pH, minimum resistivity, soluble sulfates, and soluble chlorides provided in Table 6. The thresholds in Table 6 are generally representative of an environment that could be mildly corrosive to buried unprotected metals. Corrosion is dependent upon a complex variety of conditions, which are beyond the geotechnical practice. Consequently, a qualified corrosion engineer should be consulted if the more specific recommendations are desired.

7.8 SITE DRAINAGE

Drainage and erosion control shall be designed and maintained to ensure the integrity of the post closure land uses, roads, and pavement areas in accordance with Section 21090(b) Title 27 CCR. The elevation of the site over areas containing debris should be exaggerated to accommodate the possibility that hardscape removal, re-grading, and pavement replacement/overlays may be necessary during the design life to maintain drainage. Due to the primarily inert composition of the landfill materials, significant decomposition is not expected to be a concern, as such, surface and subsurface drainage below and adjacent to parking and landscape improvements is anticipated to be acceptable. With regard to traditional HMA pavements, it's recommended that drainage/bio swales be placed a further lateral distance away from the edge of pavements to minimize saturation of the pavement subgrade soils, which could weaken the subgrade and lead to premature failure of the pavement.

7.9 VEGETATION LANDSCAPING

A landscape design should be included for review with the final engineering design for the Site. Based on review of the San Joaquin River Conservancy's Master Plan Update and specifically Figure 4.4-3b Habitats Map, the biotic habitats on Site are a majority of California annual grasslands with a smaller area of riparian scrub located along the eastern portion.

The FCEHD indicated that based on their research and knowledge of the Site, only inert debris was disposed of on Site. Deep rooting systems are traditionally a concern for Post-Closure Land Use with the introduction of irrigation water into landfill wastes and creating pathways for landfill gas migration. However, landfill gas and leachate are not considered an issue because organics were not disposed of on Site. The San Joaquin River Conservancy would like Post Closure Land Use approval to plant native trees without restrictions on root depths or root intrusion into the inert debris.

Temporary landscaping irrigation will be provided until the vegetation root systems are established. A drip irrigation system would be used until roots are established. It is anticipated that the irrigation system would be used for three to five years before the plants would be considered self-sustaining. Plants with strong root systems would be selected for erosion control.

Tables 5 and 6 include partial lists of the San Joaquin River Conservancy's Master Plan Update Table 7-3 Recommended Plant Species.

TABLE 5
RECOMMENDED PLANT SPECIES
CALIFORNIA ANNUAL GRASSLANDS

Botanical Name	Common Name
<i>Amsinckia menziesii</i> var. <i>intermedia</i>	Ranchers Fireweek
<i>Avena fatua</i>	Wild Oat
<i>Bromus diandrus</i>	Ripgut Brome
<i>Erodium cicutarium</i>	Redstem Storksbill
<i>Hordeum marinum</i> ssp. <i>Gussoneanum</i>	Mediterranean Barley
<i>Lactuca serriola</i>	Wild Lettuce
<i>Lupinus bicolor</i>	Miniature Lupine
<i>Muhlenbergia rigens</i>	Deer Grass
<i>Picris echioides</i>	Bristly Ox-Tongue
<i>Plagiobothrys nothofulvus</i>	Popcorn Flower
<i>Raphanus sativus</i>	Wild Radish
<i>Vulpia myuros</i>	Foxtail Fescue

TABLE 6
RECOMMENDED PLANT SPECIES
MIXED RIPARIAN

Botanical Name	Common Name
<i>Acer negundo</i> ssp. <i>californica</i>	California Box Elder
<i>Alnus rhombifolia</i>	White Alder
<i>Aristolochia californica</i>	Dutchman's Pipe
<i>Artemisia douglasiana</i>	California Mugwort
<i>Avena fatua</i>	Wild Oat
<i>Bromus diandrus</i>	Ripgut Brome
<i>Cephalanthus occidentalis</i>	Western Redbud
<i>Clematis ligusticifolia</i>	Clematis
<i>Fraxinus latifolia</i>	Oregon Ash
<i>Hordeum marinum</i> ssp. <i>Gussoneanum</i>	Mediterranean Barley
<i>Leymus triticoides</i>	Creeping Wildrye
<i>Muhlenbergia rigens</i>	Deer Grass
<i>Platanus racemosa</i>	Western Sycamore
<i>Populus fremontii</i>	Freemont Cottonwood
<i>Quercus kelloggii</i>	California Black Oak
<i>Quercus lobata</i>	Valley Oak
<i>Ribes speciosum</i>	Fuchsia-Flowering Gooseberry
<i>Rosa californica</i>	California Wild Rose
<i>Rosa gymnocarpa</i>	Wild Rose
<i>Rubus ursinus</i>	California Blackberry
<i>Salix exigua</i>	Sandbar Willow
<i>Salix gooddingii</i>	Goodding's Black Willow
<i>Salix laevigata</i>	Red Willow
<i>Salix lasilepis</i>	Arroyo Willow
<i>Silybum marianum</i>	Milk Thistle
<i>Urtica dioica</i>	Stinging Nettle
<i>Vitis californica</i>	California Wild Grape

7.10 POST CLOSURE LAND USE AND MAINTENANCE

Section 21090(a)(b) and 21190, Title 27 CCR

The existing closed landfill is currently covered with two feet of relatively clean soil to serve as the final cover. The soil cover should be protected, maintained, and repaired as needed throughout design and construction. New fills of approximately 3 to 5 feet in thickness will be graded over the existing ground surface to prepare the site for the improvements and further protect the existing soil cover. Final slopes shall not be steeper than a horizontal to vertical ratio H:V of 1¾:1.

Considering the landfill is comprised primarily of inert debris, a Low-Hydraulic-Conductivity Layer (hydraulic conductivity of less than 1×10^{-6} cm/sec) and Erosion-Resistant Layer are not considered necessary requirements.

Periodic maintenance of the final cover over the APN and proposed improvements shall be performed to identify and repair problems that may occur, including as a minimum the following anticipated conditions:

1. Remove exposed inert landfill debris to an approved landfill and repair the final cover
2. Repair or replant areas of the vegetative cover as needed
3. Repair erosion, if any;
4. Repair areas damaged by equipment operation;
5. Repair of irrigation systems;
6. Repair localized areas of settlement having sustained repeated or severe differential settlement

8 GRADING AND INFRASTRUCTURE

8.1 GENERAL

Based on the previous and geotechnical and geologic information, laboratory data, and explorations, it is geotechnically feasible to construct the proposed parking lot improvements utilizing conventional grading techniques. The following sections primarily focus on the grading associated with preparation of areas containing debris. Grading of the off-site areas should be performed in accordance with subsequent Geotechnical Investigation Reports. Recommendations regarding site grading are presented in subsequent sections of this report. All reference to relative compaction, maximum density, and optimum moisture is based on ASTM Test Method D 1557.

8.2 UTILITY RELOCATION AND SUBSURFACE OBSTRUCTIONS

Although not anticipated to be a concern as the area has remained undeveloped, during site preparation and prior to actual site grading, utilities or obstructions should be removed from the project area or relocated as needed.

8.3 SURFACE PREPARATION IN DEBRIS CONTAINING AREAS

The project site should be stripped of vegetation and any obstructions. The site should be proof rolled with a fully loaded, 25 cubic yard scraper to assess the presence of weak or compressible zones of debris. The proof rolling should be uniform and should extend a minimum of 5 feet outside the improvement areas. Initially, 3 to 5 passes are suggested, additional passes may be necessary as directed by the Geotechnical Engineer. Pliant areas should be excavated, and the material screened as described above and compacted in the resulting excavation.

Following proof rolling, the surface in areas to receive fill or pavements/non-building improvements should be scarified to a depth of 12 inches below exposed subgrade elevation. The subgrade soil should be uniformly moisture conditioned to at, or above the optimum (not to exceed 2 percent over optimum) and compacted to at least 90% relative compaction for general fill and in pavement areas to receive HMA pavement. In areas to receive pervious pavement, the

subgrade should be compacted to between 85 and 87 percent relative compaction. All engineered fill shall be placed in accordance with Section 8.3.

8.4 ENGINEERED FILL

All engineered fill soils should be nearly free of organic or other deleterious debris and less than 3 inches in maximum dimension. The native soil materials, exclusive of debris, may be used as engineered fill provided they contain less than 3 percent organics by weight (ASTM D 2974). Recommended requirements for any imported soil to be used as engineered fill, as well as applicable test procedures to verify material suitability are provided on Table 6.

**TABLE 7
IMPORT FILL CRITERIA**

Gradation (ASTM C136)			
Sieve Size		Percent Passing	
76 mm (3-inch)		100	
19 mm (3/4-inch)		80 - 100	
No. 4		60 - 100	
No. 200		10 - 25	
Expansion Index (ASTM D4829)		Plasticity (ASTM D4318)	
		Liquid Limit	Plasticity Index
< 20		< 25	< 9
Corrosivity			
pH	Minimum Resistivity (ohm-cm)	Soluble Sulfate (ppm)	Soluble Chloride (ppm)
6 to 8	> 2000	< 2000	< 500
Resistance Value California Test Method No. 301			
Minimum R-value = 50			

Import fill should be tested by a representative of the project Geotechnical Engineer prior to being transported to the site. The import criteria for corrosion are typical threshold limits for non-corrosive soil. Should corrosion concentrations of import soils fall outside of the threshold limits indicated above, revised protection measures will be necessary.

Soil for engineered fill should be uniformly moisture conditioned to at, or above, optimum moisture (not to exceed 2 percent over optimum), placed in horizontal lifts less than 8 inches in loose thickness, and compacted to at least 90 percent relative compaction. Disking and/or blending may be required to uniformly moisture condition soils used for engineered fill. The compaction of fill could be reduced to 85 percent in non-structural areas (e.g. landscape).

The import fill in Table 6 is not suitable below pervious pavements. Refer to Section 7.3 concerning the use of a gravel drainage layer for fill below pervious pavements.

8.5 UTILITY LINES

In accordance with Section 21190(e), Title 27 CCR, utilities shall not be installed in or below the existing final cover. Settlement of the landfill is anticipated to be within the tolerance of typical electrical and irrigation utilities and therefore, no special cradle, connections, or collars are deemed necessary.

Pipe zone backfill (i.e., material beneath and in the immediate vicinity of the pipe) should consist of soil compatible with design requirements for the specific types of pipes. It is recommended the project designer or pipe supplier, develop the material specifications based on planned pipe types. The bedding condition is anticipated to be stable requiring no over-excavation.

Pipe zone and trench backfill soil should have a similar piping ratio to the surrounding soil. Pipe zone and trench backfill should be compacted to a minimum of 92 percent. In pavement areas, the top 6 inches of trench backfill shall be 95 percent.

All trench backfill should be uniformly moisture conditioned to at, or above, optimum moisture (not to exceed 2 percent over optimum), placed in horizontal lifts less than 12 inches in loose thickness, and compacted as described above. Mechanical compaction is recommended; ponding or jetting should not be used.

8.6 TEMPORARY EXCAVATIONS

All excavations must comply with applicable local, State, and Federal safety regulations including the current OSHA Excavation and Trench Safety Standards. Construction site safety generally is the responsibility of the Contractor, who shall also be solely responsible for the means, methods, and sequencing of construction operations. The information provided is a service to the client.

Under no circumstances should the information provided be interpreted to mean that Kleinfelder is assuming responsibility for construction site safety or the Contractor's activities; such responsibility is not being implied and should not be inferred.

The Contractor should be aware that slope height, slope inclination, or excavation depths (including utility trench excavations) should in no case exceed those specified in local, State, and/or Federal safety regulations (e.g., OSHA Health and Safety Standards for Excavations, 29 CFR Part 1926, or successor regulations). Such regulations are strictly enforced and, if they are not followed, the Owner, Contractor, and/or earthwork and utility subcontractors could be liable for substantial penalties. All excavations should be constructed and maintained in conformance with current OSHA requirements (29 CFR Part 1926) for a Type C soil (silty sand).

Heavy construction equipment, building materials, excavated soil, and vehicular traffic should be kept sufficiently away from the top of any excavation to prevent any unanticipated surcharging. If it is necessary to encroach upon the top of an excavation, Kleinfelder can provide comments on slope gradients or loads on shoring to address surcharging, if provided with the geometry. Shoring, bracing, or underpinning required for the project (if any), should be designed by a professional engineer registered in the State of California.

During wet weather, earthen berms or other methods should be used to prevent runoff water from entering all excavations. All runoff should be collected and disposed of outside the construction limits.

9 LIMITATIONS

This work was performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions, and recommendations are based on previous observations and data by others. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no other representation, guarantee, or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This report may be used only by the Client and the registered design professional in responsible charge and only for the purposes stated for this specific engagement within a reasonable time from its issuance, but in no event later than two (2) years from the date of the report. The work performed was based on project information provided by Client. Kleinfelder offers various levels of investigative and engineering services to suit the varying needs of different clients. Although risk can never be eliminated, more detailed and extensive studies yield more information, which may help understand and manage the level of risk. Since detailed study and analysis involves greater expense, our clients participate in determining levels of service, which provide information for their purposes at acceptable levels of risk. The client and key members of the design team should discuss the issues covered in this report with Kleinfelder, so that the issues are understood and applied in a manner consistent with the owner's budget, tolerance of risk and expectations for future performance and maintenance.

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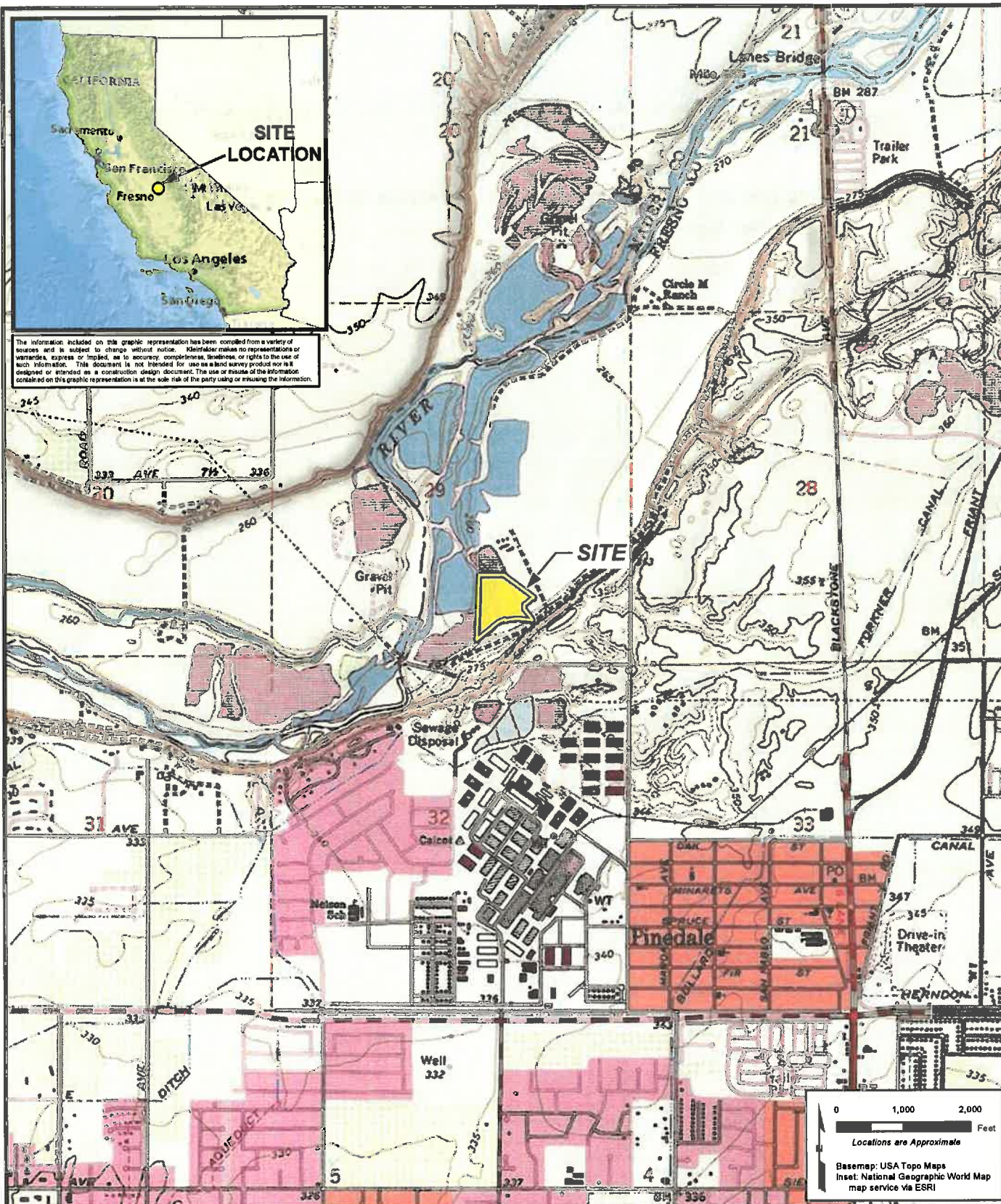
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DRAWN BY:	K. HAGAN
CHECKED BY:	M. EDWARDS
FILE NAME:	Figure1.mxd

SITE VICINITY MAP

SPANO RIVER RANCH DISPOSAL SITE
APN 40203063S
FRESNO, CALIFORNIA

FIGURE

1



Explanation	
	Proposed Improvements
	Assessor's Parcel Boundary

0 150 300
Feet
Locations are Approximate
Aerial: USDA NAIP 2016
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SITE PLAN	
SPANO RIVER RANCH DISPOSAL SITE APN 40203063S FRESNO, CALIFORNIA	

FIGURE
2



Explanation	
	Twining 1990
	Proposed Improvements
	Twining 1989
	Assessor's Parcel Boundary

0 125 250 Feet
Locations are Approximate

Aerial Imagery: ESRI World Imagery, image dated 5/20/11.

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MONITORING WELL LOCATION MAP
SPANO RIVER RANCH DISPOSAL SITE APN 40203063S FRESNO, CALIFORNIA

FIGURE
3

FILE: L:\2019\20190355.001A - Spano River Ranch Disposal Site\2.0 Technical Information\2.8 GIS

FRESNO, CA



Explanation			
	Technicon		Twining 1996-2010
	Kleinfielder		Twining 1992
	Destroyed Probe		Proposed Improvements
	Assessor's Parcel Boundary		

0 125 250 Feet
Locations are Approximate
Aerial: USDA NAIP 2016
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SOIL GAS PROBE LOCATION MAP	
SPANO RIVER RANCH DISPOSAL SITE APN 40203063S FRESNO, CALIFORNIA	

FIGURE
4



Explanation	
	Kleinfelder
	RMA Geoscience
	Twining
	Proposed Improvements
	Assessor's Parcel Boundary

0 100 200 Feet
Locations are Approximate
Aerial: USDA NAIP 2016

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EXPLORATION LOCATION MAP
SPANO RIVER RANCH DISPOSAL SITE APN 40203063S FRESNO, CALIFORNIA

FIGURE 5

APPENDIX A

GROUNDWATER ANALYTICAL RESULTS

Table No. 4Analytical Results of Groundwater SamplesICP Metals Scan, Concentrations (mg/l)

Sampling Date: December 14, 1989

Constituent	Sample Location			MDL
	MW-1	MW-2	MW-3	
Aluminum (Al)	ND	ND	ND	0.2
Antimony (Sb)	ND	ND	ND	0.5
Arsenic (As)	ND	ND	ND	0.5
Barium (Ba)	0.014	0.006	0.008	0.005
Beryllium (Be)	ND	ND	ND	0.001
Boron (B)	0.07	ND	ND	0.05
Cadmium (Cd)	ND	ND	ND	0.01
Calcium (Ca)	11	3.1	9.8	0.5
Chromium (Cr)	ND	ND	ND	0.01
Cobalt (Co)	ND	ND	ND	0.05
Copper (Cu)	ND	ND	ND	0.05
Iron (Fe)	ND	ND	ND	0.1
Lead (Pb)	ND	ND	ND	0.1
Lithium (Li)	ND	ND	ND	0.2
Magnesium (Mg)	3.7	1.5	4.6	0.1
Manganese (Mn)	0.41	0.03	0.08	0.01
Molybdenum (Mo)	ND	ND	ND	0.5
Nickel (Ni)	ND	ND	ND	0.05
Potassium (K)	4	3	7	1
Selenium (Se)	ND	ND	ND	2
Silver (Ag)	ND	ND	ND	0.02
Sodium (Na)	14	9	7	1
Thallium (Tl)	ND	ND	ND	0.5
Tin (Sn)	ND	ND	ND	2
Titanium (Ti)	ND	ND	ND	0.05
Vanadium (V)	ND	ND	ND	0.05
Zinc (Zn)	ND	ND	0.05	0.05

Notes:

- mg/l - Milligrams per liter
MDL - Method Detection Limit
ND - None Detected at or above the MDL

The Twining Laboratories, Inc.

Fresno Modesto Visalia Bakersfield

Table No. 5

Analytical Results of Groundwater Samples

Volatile Organics, Concentrations (ug/l)

Sampling Date: December 14, 1989

Constituent	Sample Location			MDL
	MW-1	MW-2	MW-3	
Benzene	ND	ND	ND	0.5
Bromobenzene	ND	ND	ND	0.5
Bromochloromethane	ND	ND	ND	0.5
Bromodichloromethane	ND	ND	ND	0.5
Bromoform	ND	ND	ND	0.5
Bromomethane (Methyl Bromide)	ND	ND	ND	1.0
n-Butylbenzene	ND	ND	ND	0.5
sec-Butylbenzene	ND	1.5	ND	0.5
tert-Butylbenzene	ND	ND	ND	0.5
Carbon tetrachloride	ND	ND	ND	0.5
Chlorobenzene	ND	ND	ND	0.5
Chloroethane	ND	ND	ND	0.5
Chloroform	ND	ND	ND	0.5
Chloromethane (Methyl Chloride)	ND	ND	ND	1.0
2-Chlorotoluene	ND	ND	ND	0.5
4-Chlorotoluene	ND	ND	ND	0.5
Dibromochloromethane	ND	ND	ND	0.5
1,2-Dibromo-3-chloropropane	ND	ND	ND	0.5
1,2-Dibromoethane (EDB)	ND	ND	ND	0.5
Dibromomethane	ND	ND	ND	0.5
1,2-Dichlorobenzene	ND	ND	ND	0.5
1,3-Dichlorobenzene	ND	ND	ND	0.5
1,4-Dichlorobenzene	ND	ND	ND	0.5
Dichlorodifluoromethane	ND	ND	ND	1.0
1,1-Dichloroethane (1,1-DCA)	ND	ND	ND	0.5
1,2-Dichloroethane (1,2-DCA)	ND	ND	ND	0.5
1,1-Dichloroethene (1,1-DCE)	ND	ND	ND	0.5
cis-1,2-Dichloroethene	ND	ND	ND	0.5
trans-1,2-Dichloroethene	ND	ND	ND	0.5

Notes:

ug/l - Micrograms per liter
MDL - Method Detection Limit
ND - None Detected at or above the MDL

Table No. 5 (continued)

Constituent	Sample Location			MDL
	MW-1	MW-2	MW-3	
1,2-Dichloropropane	ND	ND	ND	0.5
2,2-Dichloropropane	ND	ND	ND	0.5
1,1-Dichloropropene	ND	ND	ND	0.5
1,3-Dichloropropene (cis-trans)	ND	ND	ND	0.5
Ethylbenzene	ND	ND	ND	0.5
Hexachlorobutadiene	ND	ND	ND	0.5
Isopropylbenzene	ND	ND	ND	0.5
p-Isopropyltoluene	ND	ND	ND	0.5
Methylene chloride	ND	ND	ND	0.5
Naphthalene	ND	ND	ND	1.0
n-Propylbenzene	ND	ND	ND	0.5
Styrene	ND	ND	ND	0.5
1,1,1,2-Tetrachloroethane	ND	ND	ND	0.5
1,1,2,2-Tetrachloroethane	ND	ND	ND	0.5
Tetrachloroethene	ND	ND	ND	0.5
Toluene	ND	ND	ND	0.5
1,2,3-Trichlorobenzene	ND	ND	ND	0.5
1,2,4-Trichlorobenzene	ND	ND	ND	0.5
1,1,1-Trichloroethane	ND	ND	ND	0.5
1,1,2-Trichloroethane	ND	ND	ND	0.5
Trichloroethene (TCE)	ND	ND	ND	0.5
Trichlorofluoromethane	ND	ND	ND	0.5
1,2,3-Trichloropropane	ND	ND	ND	0.5
1,2,4-Trimethylbenzene	ND	ND	ND	0.5
1,3,5-Trimethylbenzene	ND	ND	ND	0.5
Vinyl chloride	ND	ND	ND	1.0
o-Xylene	ND	ND	ND	0.5
m-Xylene	ND	ND	ND	0.5
p-Xylene	ND	ND	ND	0.5

Notes:

ug/l - Micrograms per liter
MDL - Method Detection Limit
ND - None Detected at or above the MDL

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Table No. 6
Analytical Results of Groundwater Samples
DBCP & Atrazine, Concentrations (ug/l)

Sampling Date: December 14, 1989

Constituent	Sample Location			MDL
	MW-1	MW-2	MW-3	
Dibromochloropropane (DBCP)	ND	ND	ND	0.01
Atrazine	ND	ND	ND	2.0

Notes:

ug/l - Micrograms per liter
MDL - Method Detection Limit
ND - None Detected at or above the MDL

Table No. 7
Analytical Results of Groundwater Samples
Semivolatile Organics, Concentrations (ug/l)

Sampling Date: December 14, 1989

Constituent	Sample Location			MDL
	MW-1	MW-2	MW-3	
Acenaphthene	ND	ND	ND	10
Acenaphthylene	ND	ND	ND	10
Aniline	ND	ND	ND	10
Anthracene	ND	ND	ND	10
Benzidine	ND	ND	ND	20
Benzoic acid	ND	ND	ND	10
Benzo(a) anthracene	ND	ND	ND	10
Benzo(b) fluoranthene	ND	ND	ND	10
Benzo(k) fluoranthene	ND	ND	ND	10
Benzo(g,h,i) perylene	ND	ND	ND	20
Benzo(a) pyrene	ND	ND	ND	10

Notes:

ug/l - Micrograms per liter
MDL - Method Detection Limit
ND - None Detected at or above the MDL

Table No. 7 (continued)Analytical Results of Groundwater SamplesSemivolatiles Organics, Concentrations (ug/l)

Sampling Date: December 14, 1989

Constituent	Sample Location			MDL
	MW-1	MW-2	MW-3	
Benzyl alcohol	ND	ND	ND	50
Bis(2-chloroethoxy) methane	ND	ND	ND	10
Bis(2-chloroethyl) ether	ND	ND	ND	10
Bis(2-chloroisopropyl) ether	ND	ND	ND	10
Bis(2-ethylhexyl) phthalate	ND	ND	ND	10
4-Bromophenyl phenyl ether	ND	ND	ND	10
Butyl benzyl phthalate	ND	ND	ND	10
4-Chloroaniline	ND	ND	ND	10
2-Chloronaphthalene	ND	ND	ND	10
4-Chloro-3-methylphenol	ND	ND	ND	10
2-Chlorophenol	ND	ND	ND	10
4-Chlorophenyl phenyl ether	ND	ND	ND	10
Chrysene	ND	ND	ND	10
Dibenzo(a,h,) anthracene	ND	ND	ND	20
Dibenzofuran	ND	ND	ND	10
Di-n-butylphthalate	ND	ND	ND	10
1,3-Dichlorobenzene	ND	ND	ND	10
1,4-Dichlorobenzene	ND	ND	ND	10
1,2-Dichlorobenzene	ND	ND	ND	10
3,3-Dichlorobenzidine	ND	ND	ND	10
2,4-Dichlorophenol	ND	ND	ND	10
2,6-Dichlorophenol	ND	ND	ND	10
Diethylphthalate	ND	ND	ND	10
Dimethylphthalate	ND	ND	ND	10
2,4-Dimethylphenol	ND	ND	ND	10
4,6-Dinitro-2-methylphenol	ND	ND	ND	10
2,4-Dinitrophenol	ND	ND	ND	20
2,4-Dinitrotoluene	ND	ND	ND	10
2,6-Dinitrotoluene	ND	ND	ND	10

Notes:

ug/l - Micrograms per liter

MDL - Method Detection Limit

ND - None Detected at or above the MDL

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Table No. 7 (continued)Analytical Results of Groundwater SamplesSemivolatile Organics, Concentrations (ug/l)

Sampling Date: December 14, 1989

Constituent	Sample Location			MDL
	MW-1	MW-2	MW-3	
1,2-Diphenylhydrazine	ND	ND	ND	10
Di-n-octylphthalate	ND	ND	ND	10
Fluoranthene	ND	ND	ND	10
Fluorene	ND	ND	ND	10
Hexachlorobenzene	ND	ND	ND	10
Hexachlorobutadiene	ND	ND	ND	10
Hexachlorocyclopentadiene	ND	ND	ND	10
Hexachloroethane	ND	ND	ND	10
Indeno(1,2,3-cd) pyrene	ND	ND	ND	10
Isophorone	ND	ND	ND	10
2-Methylnaphthalene	ND	ND	ND	10
2-Methylphenol (o-cresol)	ND	ND	ND	10
4-Methylphenol (p-cresol)	ND	ND	ND	10
Naphthalene	ND	ND	ND	10
2-Nitroaniline	ND	ND	ND	10
3-Nitroaniline	ND	ND	ND	10
4-Nitroaniline	ND	ND	ND	10
Nitrobenzene	ND	ND	ND	10
2-Nitrophenol	ND	ND	ND	20
4-Nitrophenol	ND	ND	ND	10
N-Nitrosodimethylamine	ND	ND	ND	10
N-Nitrosodiphenylamine	ND	ND	ND	10
N-Nitrosodi-n-propylamine	ND	ND	ND	10
Pentachlorophenol	ND	ND	ND	10
Phenanthrene	ND	ND	ND	10
Phenol	ND	ND	ND	10
Pyrene	ND	ND	ND	10
1,2,4-Trichlorobenzene	ND	ND	ND	10
2,4,5-Trichlorophenol	ND	ND	ND	10
2,4,6-Trichlorophenol	ND	ND	ND	10

Notes:

ug/l - Micrograms per liter

MDL - Method Detection Limit

ND - None Detected at or above the MDL

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Table No. 3

Laboratory Results of Groundwater Sample Analyses
General Mineral & General Physical

Sampling Date: March 30, 1990

Constituent	Sample Location					UNITS	MDL
	MW-1	MW-2	MW-3	MW-4	F.B.		
GENERAL MINERAL							
Hardness as CaCO ₃	35	15	47	73	0	mg/l	5
Calcium(Ca)	10.0	3.6	11.0	14.0	ND	mg/l	0.5
Magnesium(Mg)	2.5	1.2	4.8	9.1	ND	mg/l	0.1
Sodium(Na)	6.0	5.4	5.4	7.6	ND	mg/l	1
Potassium(K)	2.3	2.2	4.2	7.1	ND	mg/l	1
Alkalinity as CaCO ₃	42	23	56	89	3	mg/l	1
Carbonate(CO ₃)	ND	ND	ND	ND	ND	mg/l	1
Bicarbonate(HCO ₃)	51	28	68	110	37	mg/l	1
Sulfate(SO ₄)	2.0	1.3	2.2	1.9	ND	mg/l	1
Chloride(Cl)	6	5	5	5	ND	mg/l	1
pH	7.2	7.1	7.6	7.1	6.4	N/A	0-14
EC	110	68.2	130	200	2.06	µS/cm	1
TDS	70	20	110	150	ND	mg/l	10
MBAS	ND	ND	ND	ND	ND	mg/l	0.05
Copper(Cu)	ND	ND	ND	ND	ND	mg/l	0.05
Iron(Fe)	ND	ND	ND	ND	ND	mg/l	0.1
Manganese(Mn)	0.56	ND	0.06	1.2	ND	mg/l	0.01
Zinc(Zn)	ND	ND	0.06	0.10	ND	mg/l	0.05
Nitrate(NO ₃)	1.1	0.8	0.1	0.2	ND	mg/l	0.1
GENERAL PHYSICAL							
Color	ND	ND	ND	ND	ND	N/A	1
Odor	NDO	8	100	2	NDO	TON	N/A
Turbidity	44	17	5	26	0.13	NTU	0.01

Notes:

- mg/l - Milligrams per liter
- µS/cm - MicroSiemens per centimeter
- TON - Threshold Odor Number
- NTU - Nephelometric Turbidity Unit
- EC - Specific Conductance
- TDS - Total Dissolved Solids
- MBAS - Methylene Blue Active Substances
- MDL - Method Detection Limit
- ND - None Detected at or above the MDL
- NDO - No Detectable Odor
- N/A - Not Applicable
- F.B. - Field Blank

The Twining Laboratories, Inc.

Fresno Modesto Visalia Bakersfield

Table No. 4

Laboratory Results of Groundwater Sample AnalysesICP Metals Scan, Concentrations (mg/l)

Sampling Date: March 30, 1990

Constituent	Sample Location				F.B.	MDL
	MW-1	MW-2	MW-3	MW-4		
Aluminum (Al)	0.8	0.30	ND	0.38	ND	0.2
Antimony (Sb)	ND	ND	ND	ND	ND	0.5
Arsenic (As)	ND	ND	ND	ND	ND	0.5
Barium (Ba)	0.010	0.008	0.011	0.032	ND	0.005
Beryllium (Be)	ND	ND	ND	ND	ND	0.001
Boron (B)	0.07	0.07	0.06	0.05	ND	0.05
Cadmium (Cd)	ND	ND	ND	ND	ND	0.01
Calcium (Ca)	10.0	3.6	11.0	14.0	ND	0.5
Chromium (Cr)	ND	0.20	ND	ND	ND	0.01
Cobalt (Co)	ND	ND	ND	ND	ND	0.05
Copper (Cu)	ND	ND	ND	ND	ND	0.05
Iron (Fe)	ND	ND	ND	ND	ND	0.1
Lead (Pb)	ND	ND	ND	ND	ND	0.1
Lithium (Li)	ND	ND	ND	ND	ND	0.2
Magnesium (Mg)	2.5	1.2	4.8	9.1	ND	0.1
Manganese (Mn)	0.56	ND	0.06	1.2	ND	0.01
Molybdenum (Mo)	ND	ND	ND	ND	ND	0.5
Nickel (Ni)	ND	ND	ND	ND	ND	0.05
Potassium (K)	2.3	1.1	4.2	7.1	ND	1
Selenium (Se)	ND	ND	ND	ND	ND	2
Silver (Ag)	ND	ND	ND	ND	ND	0.02
Sodium (Na)	6.0	5.4	5.4	7.8	ND	1
Thallium (Tl)	ND	ND	ND	ND	ND	0.5
Tin (Sn)	ND	ND	ND	ND	ND	2
Titanium (Ti)	ND	ND	ND	ND	ND	0.05
Vanadium (V)	ND	ND	ND	ND	ND	0.05
Zinc (Zn)	ND	ND	0.06	0.10	ND	0.05

Notes:

mg/l - Milligrams per liter
 MDL - Method Detection Limit
 ND - None Detected at or above the MDL
 F.B. - Field Blank

The Twining Laboratories, Inc.

Fresno Modesto Visalia Bakersfield

Table No. 5

Laboratory Results of Groundwater Sample Analyses

Volatile Organics, Concentrations (µg/l)

Sampling Date: March 30, 1990

Constituent	Sample Location				F.B.	MDL
	MW-1	MW-2	MW-3	MW-4		
Benzene	ND	ND	ND	ND	ND	0.5
Bromobenzene	ND	ND	ND	ND	ND	0.5
Bromochloromethane	ND	ND	ND	ND	ND	0.5
Bromodichloromethane	ND	ND	ND	ND	ND	0.5
Bromoform	ND	ND	ND	ND	ND	0.5
Bromomethane	ND	ND	ND	ND	ND	1.0
n-Butylbenzene	ND	ND	ND	ND	ND	0.5
sec-Butylbenzene	ND	ND	ND	ND	ND	0.5
tert-Butylbenzene	ND	ND	ND	ND	ND	0.5
Carbon tetrachloride	ND	ND	ND	ND	ND	0.5
Chlorobenzene	ND	ND	ND	ND	ND	0.5
Chloroethane	ND	ND	ND	ND	ND	1.0
Chloroform	ND	ND	ND	ND	ND	0.5
Chloromethane	ND	ND	ND	ND	ND	1.0
2-Chlorotoluene	ND	ND	ND	ND	ND	0.5
4-Chlorotoluene	ND	ND	ND	ND	ND	0.5
Dibromochloromethane	ND	ND	ND	ND	ND	0.5
1,2Dibromo3chloropropane	ND	ND	ND	ND	ND	0.5
1,2-Dibromoethane (EDB)	ND	ND	ND	ND	ND	0.5
Dibromomethane	ND	ND	ND	ND	ND	0.5
1,2-Dichlorobenzene	ND	ND	ND	ND	ND	0.5
1,3-Dichlorobenzene	ND	ND	ND	ND	ND	0.5
1,4-Dichlorobenzene	ND	ND	ND	ND	ND	0.5
Dichlorodifluoromethane	ND	ND	ND	1.5	ND	1.0
1,1-Dichloroethane	ND	ND	ND	ND	ND	0.5
1,2-Dichloroethane	ND	ND	ND	ND	ND	0.5
1,1-Dichloroethene	ND	ND	ND	ND	ND	0.5
cis-1,2-Dichloroethene	ND	ND	ND	ND	ND	0.5
trans-1,2Dichloroethene	ND	ND	ND	ND	ND	0.5

Notes:

µg/l - Micrograms per liter
MDL - Method Detection Limit
ND - None Detected at or above the MDL
F.B. - Field Blank

The Twining Laboratories, Inc.

Fresno Modesto Visalia Bakersfield

Table No. 5 (continued)

Laboratory Results of Groundwater Sample Analyses

Volatile Organics, Concentrations (µg/l)

Constituent	Sample Location				F.B.	MDL
	MW-1	MW-2	MW-3	MW-4		
1,2-Dichloropropane	ND	ND	ND	ND	ND	0.5
2,2-Dichloropropane	ND	ND	ND	ND	ND	0.5
1,1-Dichloropropene	ND	ND	ND	ND	ND	0.5
1,3-Dichloropropene	ND	ND	ND	ND	ND	0.5
Ethylbenzene	ND	ND	ND	ND	ND	0.5
Hexachlorobutadiene	ND	ND	ND	ND	ND	0.5
Isopropylbenzene	ND	ND	ND	ND	ND	0.5
p-Isopropyltoluene	ND	ND	ND	ND	ND	0.5
Methylene chloride	ND	ND	ND	ND	ND	0.5
Naphthalene	ND	ND	ND	ND	ND	0.5
n-Propylbenzene	ND	ND	ND	ND	ND	0.5
Styrene	ND	ND	ND	ND	ND	0.5
1,1,1,2-Tetrachloro-ethane	ND	ND	ND	ND	ND	0.5
1,1,2,2-Tetrachloro-ethane	ND	ND	ND	ND	ND	0.5
Tetrachloroethane	ND	ND	ND	ND	ND	0.5
Toluene	ND	ND	ND	ND	ND	0.5
1,2,3-Trichlorobenzene	ND	ND	ND	ND	ND	0.5
1,2,4-Trichlorobenzene	ND	ND	ND	ND	ND	0.5
1,1,1-Trichloroethane	ND	ND	ND	ND	ND	0.5
1,1,2-Trichloroethane	ND	ND	ND	ND	ND	0.5
Trichloroethene (TCE)	ND	ND	ND	ND	ND	0.5
Trichlorofluoromethane	ND	ND	ND	ND	ND	0.5
1,2,3-Trichloropropane	ND	ND	ND	ND	ND	0.5
1,2,4-Trimethylbenzene	ND	ND	ND	ND	ND	0.5
1,3,5-Trimethylbenzene	ND	ND	ND	ND	ND	0.5
Vinyl chloride	ND	ND	ND	ND	ND	0.5
o-Xylene	ND	ND	ND	ND	ND	0.5
m-Xylene	ND	ND	ND	ND	ND	0.5
p-Xylene	ND	ND	ND	ND	ND	0.5

Notes:

µg/l - Micrograms per liter
MDL - Method Detection Limit
ND - None Detected at or above the MDL
F.B. - Field Blank

Table No. 6

Laboratory Results of Groundwater Sample Analyses

Volatile Organics, Concentrations (µg/l)

Sampling Date: May 15, 1990

Constituent	Sample Location		MDL
	MW-4	F.B.	
Benzene	ND	ND	0.5
Bromobenzene	ND	ND	0.5
Bromochloromethane	ND	ND	0.5
Bromodichloromethane	ND	ND	0.5
Bromoform	ND	ND	0.5
Bromomethane	ND	ND	1.0
n-Butylbenzene	ND	ND	0.5
sec-Butylbenzene	ND	ND	0.5
tert-Butylbenzene	ND	ND	0.5
Carbon tetrachloride	ND	ND	0.5
Chlorobenzene	ND	ND	0.5
Chloroethane	ND	ND	1.0
Chloroform	ND	ND	0.5
Chloromethane	ND	ND	1.0
2-Chlorotoluene	ND	ND	0.5
4-Chlorotoluene	ND	ND	0.5
Dibromochloromethane	ND	ND	0.5
1,2Dibromo3chloropropane	ND	ND	0.5
1,2-Dibromoethane (EDB)	ND	ND	0.5
Dibromomethane	ND	ND	0.5
1,2-Dichlorobenzene	ND	ND	0.5
1,3-Dichlorobenzene	ND	ND	0.5
1,4-Dichlorobenzene	ND	ND	0.5
Dichlorodifluoromethane	2.1	ND	1.0
1,1-Dichloroethane	ND	ND	0.5
1,2-Dichloroethane	ND	ND	0.5
1,1-Dichloroethene	ND	ND	0.5
cis-1,2-Dichloroethene	ND	ND	0.5
trans-1,2Dichloroethene	ND	ND	0.5

Notes:

µg/l - Micrograms per liter
MDL - Method Detection Limit
ND - None Detected at or above the MDL
F.B. - Field Blank

The Twining Laboratories, Inc.

Fresno Modesto Visalia Bakersfield

Table No. 6 (continued)

Laboratory Results of Groundwater Sample Analyses

Volatile Organics, Concentrations (ug/l)

Sampling Date: May 15, 1990

Constituent	Sample Location		MDL
	MW-4	F.B.	
1,2-Dichloropropane	ND	ND	0.5
2,2-Dichloropropane	ND	ND	0.5
1,1-Dichloropropene	ND	ND	0.5
1,3-Dichloropropene	ND	ND	0.5
Ethylbenzene	ND	ND	0.5
Hexachlorobutadiene	ND	ND	0.5
Isopropylbenzene	ND	ND	0.5
p-Isopropyltoluene	ND	ND	0.5
Methylene chloride	ND	ND	0.5
Naphthalene	ND	ND	0.5
n-Propylbenzene	ND	ND	0.5
Styrene	ND	ND	0.5
1,1,1,2-Tetrachloroethane	ND	ND	0.5
1,1,2,2-Tetrachloroethane	ND	ND	0.5
Tetrachloroethane	ND	ND	0.5
Toluene	ND	ND	0.5
1,2,3-Trichlorobenzene	ND	ND	0.5
1,2,4-Trichlorobenzene	ND	ND	0.5
1,1,1-Trichloroethane	ND	ND	0.5
1,1,2-Trichloroethane	ND	ND	0.5
Trichloroethene (TCE)	ND	ND	0.5
Trichlorofluoromethane	ND	ND	0.5
1,2,3-Trichloropropane	ND	ND	0.5
1,2,4-Trimethylbenzene	ND	ND	0.5
1,3,5-Trimethylbenzene	ND	ND	0.5
Vinyl chloride	ND	ND	0.5
o-Xylene	ND	ND	0.5
m-Xylene	ND	ND	0.5
p-Xylene	ND	ND	0.5

Notes:

ug/l - Micrograms per liter
MDL - Method Detection Limit
ND - None Detected at or above the MDL
F.B. - Field Blank

Table No. 7

Laboratory Results of Groundwater Sample Analyses

Volatile Organics, Concentrations (µg/l)

Sampling Date: June 19, 1990

Constituent	Sample Location		MDL
	MW-4	City Well 98	
Benzene	ND	ND	0.5
Bromobenzene	ND	ND	0.5
Bromochloromethane	ND	ND	0.5
Bromodichloromethane	ND	ND	0.5
Bromoform	ND	ND	0.5
Bromomethane	ND	ND	1.0
n-Butylbenzene	ND	ND	0.5
sec-Butylbenzene	ND	ND	0.5
tert-Butylbenzene	ND	ND	0.5
Carbon tetrachloride	ND	ND	0.5
Chlorobenzene	ND	ND	0.5
Chloroethane	ND	ND	1.0
Chloroform	ND	ND	0.5
Chloromethane	ND	ND	1.0
2-Chlorotoluene	ND	ND	0.5
4-Chlorotoluene	ND	ND	0.5
Dibromochloromethane	ND	ND	0.5
1,2Dibromo3chloropropane	ND	ND	0.5
1,2-Dibromoethane(EDB)	ND	ND	0.5
Dibromomethane	ND	ND	0.5
1,2-Dichlorobenzene	ND	ND	0.5
1,3-Dichlorobenzene	ND	ND	0.5
1,4-Dichlorobenzene	ND	ND	0.5
Dichlorodifluoromethane	11	ND	1.0
1,1-Dichloroethane	ND	ND	0.5
1,2-Dichloroethane	ND	ND	0.5
1,1-Dichloroethene	ND	ND	0.5
cis-1,2-Dichloroethene	ND	ND	0.5
trans-1,2Dichloroethene	ND	ND	0.5

Notes:

µg/l - Micrograms per liter
MDL - Method Detection Limit
ND - None Detected at or above the MDL
F.B. - Field Blank

The Twining Laboratories, Inc.

Fresno Modesto Visalia Bakersfield

Table No. 7 (continued)Laboratory Results of Groundwater Sample AnalysesVolatile Organics, Concentrations ($\mu\text{g/l}$)

Sampling Date: June 19, 1990

Constituent	Sample Location		MDL
	MW-4	City Well 98	
1,2-Dichloropropane	ND	ND	0.5
2,2-Dichloropropane	ND	ND	0.5
1,1-Dichloropropene	ND	ND	0.5
1,3-Dichloropropene	ND	ND	0.5
Ethylbenzene	ND	ND	0.5
Hexachlorobutadiene	ND	ND	0.5
Isopropylbenzene	ND	ND	0.5
p-Isopropyltoluene	ND	ND	0.5
Methylene chloride	ND	ND	0.5
Naphthalene	ND	ND	0.5
n-Propylbenzene	ND	ND	0.5
Styrene	ND	ND	0.5
1,1,1,2-Tetrachloroethane	ND	ND	0.5
1,1,2,2-Tetrachloroethane	ND	ND	0.5
Tetrachloroethane	ND	ND	0.5
Toluene	ND	ND	0.5
1,2,3-Trichlorobenzene	ND	ND	0.5
1,2,4-Trichlorobenzene	ND	ND	0.5
1,1,1-Trichloroethane	ND	ND	0.5
1,1,2-Trichloroethane	ND	ND	0.5
Trichloroethene (TCE)	ND	ND	0.5
Trichlorofluoromethane	ND	ND	0.5
1,2,3-Trichloropropane	ND	ND	0.5
1,2,4-Trimethylbenzene	ND	ND	0.5
1,3,5-Trimethylbenzene	ND	ND	0.5
Vinyl chloride	ND	ND	0.5
o-Xylene	ND	ND	0.5
m-Xylene	ND	ND	0.5
p-Xylene	ND	ND	0.5

Notes: $\mu\text{g/l}$ - Micrograms per liter

MDL - Method Detection Limit

ND - None Detected at or above the MDL

F.B. - Field Blank

The Twining Laboratories, Inc.

Fresno Modesto Visalia Bakersfield

Table No. 8Laboratory Results of Groundwater Sample AnalysesDBCP & Atrazine, Concentrations ($\mu\text{g/l}$)

Sampling Date: March 30, 1990

Constituent	Sample Location					MDL
	MW-1	MW-2	MW-3	MW-4	F.B.	
Dibromochloropropane (DBCP)	ND	ND	ND	ND	ND	0.01
Atrazine	ND	ND	ND	ND	ND	1.0

Notes:

$\mu\text{g/l}$ - Micrograms per liter
 MDL - Method Detection Limit
 ND - None Detected at or above the MDL
 F.B. - Field Blank

Table No. 9Laboratory Results of Groundwater Sample AnalysesSemivolatile Organics, Concentrations ($\mu\text{g/l}$)

Sampling Date: March 30, 1990

Constituent	Sample Location					MDL
	MW-1	MW-2	MW-3	MW-4	F.B.	
Acenaphthene	ND	ND	ND	ND	ND	10
Acenaphthylene	ND	ND	ND	ND	ND	10
Aniline	ND	ND	ND	ND	ND	10
Anthracene	ND	ND	ND	ND	ND	10
Benzidine	ND	ND	ND	ND	ND	20
Benzoic acid	ND	ND	ND	ND	ND	10
Benzo(a) anthracene	ND	ND	ND	ND	ND	10
Benzo(b) fluoranthene	ND	ND	ND	ND	ND	10
Benzo(k) fluoranthene	ND	ND	ND	ND	ND	10
Benzo(g,h,i) perylene	ND	ND	ND	ND	ND	10
Benzo(a) pyrene	ND	ND	ND	ND	ND	10

Notes:

$\mu\text{g/l}$ - Micrograms per liter
 MDL - Method Detection Limit
 ND - None Detected at or above the MDL
 F.B. - Field Blank

The Twining Laboratories, Inc.

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Modesto

Visalia

Bakersfield

Table No. 9 (continued)Laboratory Results of Groundwater Sample AnalysesSemivolatile Organics, Concentrations (ug/l)

Sampling Date: March 30, 1990

Constituent	Sample Location				F.B.	MDL
	MW-1	MW-2	MW-3	MW-4		
Benzyl alcohol	ND	ND	ND	ND	ND	10
Bis(2-chloroethoxy) methane	ND	ND	ND	ND	ND	10
Bis(2-chloroethyl) ether	ND	ND	ND	ND	ND	10
Bis(2-chloroisopropyl) ether	ND	ND	ND	ND	ND	10
Bis(2-ethylhexyl) phthalate	ND	ND	ND	ND	ND	10
4-Bromophenyl phenyl ether	ND	ND	ND	ND	ND	10
Butyl benzyl phthalate	ND	ND	ND	ND	ND	10
4-Chloroaniline	ND	ND	ND	ND	ND	10
2-Chloronaphthalene	ND	ND	ND	ND	ND	10
4-Chloro-3-methylphenol	ND	ND	ND	ND	ND	10
2-Chlorophenol	ND	ND	ND	ND	ND	10
4-Chlorophenyl phenyl ether	ND	ND	ND	ND	ND	10
Chrysene	ND	ND	ND	ND	ND	10
Dibenzo(a,h,) anthracene	ND	ND	ND	ND	ND	10
Dibenzofuran	ND	ND	ND	ND	ND	10
Di-n-butylphthalate	ND	ND	ND	ND	ND	10
1,3-Dichlorobenzene	ND	ND	ND	ND	ND	10
1,4-Dichlorobenzene	ND	ND	ND	ND	ND	10
1,2-Dichlorobenzene	ND	ND	ND	ND	ND	10
3,3-Dichlorobenzidine	ND	ND	ND	ND	ND	10
2,4-Dichlorophenol	ND	ND	ND	ND	ND	10
2,6-Dichlorophenol	ND	ND	ND	ND	ND	10
Diethylphthalate	ND	ND	ND	ND	ND	10
Dimethylphthalate	ND	ND	ND	ND	ND	10
2,4-Dimethylphenol	ND	ND	ND	ND	ND	10
4,6-Dinitro-2-methylphenol	ND	ND	ND	ND	ND	10
2,4-Dinitrophenol	ND	ND	ND	ND	ND	10
2,4-Dinitrotoluene	ND	ND	ND	ND	ND	10
2,6-Dinitrotoluene	ND	ND	ND	ND	ND	10

Notes:

ug/l - Micrograms per liter
 MDL - Method Detection Limit
 ND - None Detected at or above the MDL
 F.B. - Field Blank

The Twining Laboratories, Inc.

Fresno Modesto Visalia Bakersfield

Table No. 9 (continued)

Laboratory Results of Groundwater Sample Analyses

Semivolatile Organics, Concentrations (µg/l)

Sampling Date: March 30, 1990

Constituent	Sample Location					MDL
	MW-1	MW-2	MW-3	MW-4	F.B.	
1,2-Diphenylhydrazine	ND	ND	ND	ND	ND	10
Di-n-octylphthalate	ND	ND	ND	ND	ND	10
Fluoranthene	ND	ND	ND	ND	ND	10
Fluorene	ND	ND	ND	ND	ND	10
Hexachlorobenzene	ND	ND	ND	ND	ND	10
Hexachlorobutadiene	ND	ND	ND	ND	ND	10
Hexachlorocyclopentadiene	ND	ND	ND	ND	ND	10
Hexachloroethane	ND	ND	ND	ND	ND	10
Indeno(1,2,3-cd) pyrene	ND	ND	ND	ND	ND	10
Isophorone	ND	ND	ND	ND	ND	10
2-Methylnaphthalene	ND	ND	ND	ND	ND	10
2-Methylphenol (o-cresol)	ND	ND	ND	ND	ND	10
4-Methylphenol (p-cresol)	ND	ND	ND	ND	ND	10
Naphthalene	ND	ND	ND	ND	ND	10
2-Nitroaniline	ND	ND	ND	ND	ND	10
3-Nitroaniline	ND	ND	ND	ND	ND	10
4-Nitroaniline	ND	ND	ND	ND	ND	10
Nitrobenzene	ND	ND	ND	ND	ND	10
2-Nitrophenol	ND	ND	ND	ND	ND	10
4-Nitrophenol	ND	ND	ND	ND	ND	10
N-Nitrosodimethylamine	ND	ND	ND	ND	ND	10
N-Nitrosodiphenylamine	ND	ND	ND	ND	ND	10
N-Nitrosodi-n-propylamine	ND	ND	ND	ND	ND	10
Pentachlorophenol	ND	ND	ND	ND	ND	20
Phenanthrene	ND	ND	ND	ND	ND	10
Phenol	ND	ND	ND	ND	ND	10
Pyrene	ND	ND	ND	ND	ND	10
1,2,4-Trichlorobenzene	ND	ND	ND	ND	ND	10
2,4,5-Trichlorophenol	ND	ND	ND	ND	ND	10
2,4,6-Trichlorophenol	ND	ND	ND	ND	ND	10

Notes:

µg/l - Micrograms per liter

MDL - Method Detection Limit

ND - None Detected at or above the MDL

F.B. - Field Blank

The Twining Laboratories, Inc.

Fresno Modesto Visalia Bakersfield

APPENDIX B
SOIL GAS ANALYTICAL RESULTS

TABLE 1. SUMMARY OF COMBUSTIBLE GAS MONITORING - PINEDALE LANDFILL
 (Sample Date: August 5, 1993)

Pressure (In-wc)	Well Number	Probe Depth In Feet *	Methane (% by volume)
ND	GP-1	2-25	20
		40-60	10
		70-90	28
ND	GP-2	5-30	2
		39-59	3
		69-68	4
ND	GP-3	4-29	ND
		40-60	3
		70-90	23
ND	GP-4	4-24	ND
		32-52	4
		60-80	25
ND	GP-5	1-11	ND
0.02	GP-6	1-11	ND
ND	GP-7	2-12	ND

in-wc - Inches of water column

ND - not detected

* - Probes screened at indicated depth intervals.

Table 2
Historical Methane Monitoring Results
Spano Enterprises
Northwest Corner of Nees and Palm and Northeast Corner of Nees and Audubon
Fresno, California

Sample Date	Combustible Gas Concentration (% Volume)										
	GP-1 Probe Depth Interval (ft)			GP-2 Probe Depth Interval (ft)			GP-3 Probe Depth Interval (ft)			GP-8A Probe Depth Interval (ft)	
	20-30	50-60	80-90	20-30	50-60	80-90	30-40	55-65	80-90	6-11	19-24
26-Aug-96	0.1	4.1	0.5	0	0.1	0	1.6	0.7	0.1	NA	NA
27-Jan-97	NA	NA	NA	0	0	0	6.2	4.5	0	NA	NA
17-Mar-97	0	0.2	2.5	0	0	0.8	2.9	0.2	0	NA	NA
24-Sep-98	0	0	5.0	0	0	0	0.3	0	0	NA	NA
18-May-99	NA	NA	NA	0	0.2	0.5	4.4	6.6	0	NA	NA
21-May-99	0	0	9.3	NA	NA	NA	NA	NA	NA	NA	NA
10-Sep-99	NA	NA	NA	0	<0.1	0.4	0.3	0	0	2.4	0
7-Jan-00	NA	NA	NA	0	0	6.4	0.3	0.6	0	NA	NA
24-Jan-00	0.7	0	5.3	NA	NA	NA	NA	NA	NA	NA	NA
21-Apr-00	NA	NA	NA	0	2.9	4.7	3.3	4.5	0.1	0	4.3
28-Apr-00	0.1	<0.1	8.4	NA	NA	NA	NA	NA	NA	<0.1	2.0
15-Sep-00	0	0	9.2	0	0	0	0	0	0	0	4.6
2-Nov-00	0.1	0	4.3	0	0.6	1.7	0.7	0.6	0	0	0.5
20-Dec-00	0.1	0	1.3	0	0.2	2.8	0.3	0.2	<0.1	<0.1	0.4
30-Mar-01	0.07	0.07	1.04	0.04	0.42	2.65	10.0	0.62	0.06	0.06	0.45
29-Jun-01	0	0	0.2	0	0	1.4	>5.0	0.1	0	0	0.1
25-Sep-01	0	0	>5.0	0	0	2.5	>5.0	>5.0	0	0	>5.0
31-Jan-02	0	0	8.0	0	0	3.3	15.5	10.0	0.1	<0.1	7.0
18-Mar-02	0	0	<0.1	0	<0.1	0.1	0.7	0.3	0	<0.1	3.8
14-May-02	<0.1	0	7.0	<0.1	1.2	3.6	12.5	8.5	0.1	0	6.5
15-Aug-02	0.1	<0.1	4.5	<0.1	<0.1	3.3	8.5	8.0	0.1	0	5.5
25-Nov-02	0	0	6.0	0	2.7	0	8.0	7.5	0.1	NA	NA
10-Feb-03	0	0	5.0	0	0.5	0.2	0.15	19	12	NA	NA
23-May-03	<0.1	<0.1	11.0	<0.1	3.4	2.7	13.5	10.0	1.4	NA	NA
21-Aug-03	0	<0.1	<0.1	0	1.4	0.6	8.5	6.5	<0.1	NA	NA

Table 2 (Cont.)
Historical Methane Monitoring Results
Spano Enterprises
Northwest Corner of Nees and Palm and Northeast Corner of Nees and Audubon
Fresno, California

Sample Date	Combustible Gas Concentration (% Volume) *										
	GP-1 Probe Depth Interval (ft)			GP-2 Probe Depth Interval (ft)			GP-3 Probe Depth Interval (ft)			GP-8A Probe Depth Interval (ft)	
	20-30	50-60	80-90	20-30	50-60	80-90	30-40	55-65	80-90	6-11	19-24
10-Dec-03	0	0	8.0	0	0.5	0.2	6.5	2.6	0	NA	NA
24-Mar-04	0	0	1.4	0	<0.1	0	8.5	0.6	<0.1	NA	NA
7-Jun-04	0	0	1.5	0	1.5	0.8	10.0	9.0	1.1	NA	NA
3-Sep-04	0	<0.1	8.5	0	0.1	0	6.5	0.2	<0.1	NA	NA
4-Sep-08	NA**	NA**	NA**	0	0	NA†	NA††	NA††	NA††	NA	NA
27-Mar-09	NA**	NA**	NA**	0.25	1.4	2.95	0.3	NA†	3.55	0	<0.1
26-Jun-09	NA**	NA**	NA**	0	0	0.05	0.3	NA†	<0.1	0.55	2.1
30-Sep-09	NA**	NA**	NA**	0	<0.1	0	0.7	1.5	0.2	0.1	0.75
24-Dec-09	NA**	NA**	NA**	0	0	0	0.025	0.6	1.1	0	0.6
31-Mar-10	NA**	NA**	NA**	0	1.85	0.95	0.85	2.50	0.65	0	0
1-Jun-10	NA**	NA**	NA**	0.10	0.40	1.55	2.65	3.60	0.50	0.1	0.40
17-Sep-10	NA**	NA**	NA**	0.00	1.50	0.34	0.00	1.90	0.00	0.0	0.30
Sample Date	GP-1R *** Probe Depth Interval (ft)			GP-2 Probe Depth Interval (ft)			GP-3 Probe Depth Interval (ft)			GP-8A Probe Depth Interval (ft)	
	26-35	55-65	85-95	20-30	50-60	80-90	30-40	55-65	80-90	6-11	19-24
17-Dec-10	NA**	NA**	NA**	0.0	0.5	1.75	1.7	2.36	0.3	0.25	0.5
7-Jan-11	0.05	0.0	0.5	NA	NA	NA	NA	NA	NA	NA	NA
8-Mar-11	0.0	0.2	0.0	0.0	0.1	0.4	3.2	2.2	0.0	0.2	0.4
30-Jun-11	0.1	0.0	0.5	0.0	1.5	3.0	2.7	2.5	0.7	0.6	0.8
23-Sep-11	0	0	0.1	0	0.1	0.1	2.8	2.5	0	0	0
23-Dec-11	0.1	0.1	0.1	0	0.1	4.4	2.6	3.7	0.7	0.3	0.6
20-Mar-12	0	0	0	0	0	0	0.1	0.6	0	0.1	0.1
7-Jun-12	0.25	0	0.25	0	0.25	0	0.25	1.75	1.1	0.2	0.3

Table 2 (Cont.)
Historical Methane Monitoring Results
Spano Enterprises
Northwest Corner of Nees and Palm and Northeast Corner of Nees and Audubon
Fresno, California

Sample Date	Combustible Gas Concentration (% Volume)										
	GP-1R ***			GP-2			GP-3			GP-8A	
	Probe Depth Interval (ft)			Probe Depth Interval (ft)			Probe Depth Interval (ft)			Probe Depth Interval (ft)	
	25-35	55-65	85-95	20-30	50-60	80-90	30-40	55-65	80-90	6-11	19-24
28-Sep-12	0	0	1.05	0.15	NA†	0.3	0	0	0.2	0	0
18-Dec-12	0	0	0.45	0	NA†	3.1	0	1.40	0.85	1.75	0
11-Mar-13	0.1	0.15	0.3	0.4	NA†	NA†	0.1	0.20	0.45	0.15	0
30-Jun-13	0.4	0.25	0.95	0.05	0	NA†	0	0	0	0.2	0.05
30-Dec-13	0.1	0.1	0.45	0	0.1	0	0	0	0	0.3	0
31-Jul-14	0	0	0	0	0	0	0	0	0	0	0
30-Sep-14	0	0	0	NA†	0	NA†	0	0	0	0	0
30-Dec-14	0	0	0	NA†	0	NA†	0	0	0	0	0
3-Jun-15	0.7	0.6	1.2	NA†	0	NA†	0	0	0	0.35	0.62
25-Sep-15	0.1	0.1	0.8	NA†	0.2	NA†	0	0	0	0	0
31-Dec-15	0	0	0.65	0.4	0	0	0	0.25	0	0	0

NA = Well not analyzed

* = Lower combustible gas concentrations (less than 100% LEL) converted from reported LEL values using the ratio 100% LEL = 5.0% combustible gas by volume, results rounded up to the nearest tenth of percent. When combustible gas concentrations exceed 100 % LEL (or 5% by volume in air), the portable multi-gas detector measures and records percent volume of combustible gas directly and does not require a conversion.

** = Well was destroyed by construction activities when West Nees Avenue was widened

*** = GP-1R, Replacement well cluster (Constructed 12/29/30, 2010)

† = Soil gas probe was clogged and unable to give a reading

†† = Well vault buried and could not locate or sample.

! = Combustible gas results are not converted from LEL values during this sampling event. Results recorded as indicated on the Gas Tech GT Series Model 6500.

Table 1
Soil Gas Monitoring Results
Spanos Enterprises
Northwest Corner of Nees and Palm and Northwest Corner of Nees and Audubon
Fresno, California

GP-1R Probe Depth Interval (ft)												
Date	25-35				55-65				85-95			
	OXY % Vol	CO2 % Vol	CH4 % Vol	Balance	OXY % Vol	CO2 % Vol	CH4 % Vol	Balance	OXY % Vol	CO2 % Vol	CH4 % Vol	Balance
26-Mar-16	16.7	3	0	80.3	3.3	0.3	0	98.4	0.1	11.4	0.25	88.25
June 30,16	18.0	2.2	0	79.8	20.6	0.3	0.1	79	0	15.2	0.95	83.85
6-Oct-16	16.1	3.6	0.15	80.15	9.9	9.0	0	81.1	0	15.6	0.7	83.7
1-Dec-16	17.3	2.4	0	80.3	10.4	8.2	0	81.4	0	8.2	0.85	90.95
10-Mar-17	16.5	3.2	0.15	80.15	10.2	8.8	0	81.0	12.4	11.9	0.5	75.2
6-Jun-17	15.9	2.9	0	81.2	0.9	12.0	0.1	87.0	0	13.4	0.35	86.25
GP-2 Probe Depth Interval (ft)												
Date	20-30				50-60				80-90			
	OXY % Vol	CO2 % Vol	CH4 % Vol	Balance	OXY % Vol	CO2 % Vol	CH4 % Vol	Balance	OXY % Vol	CO2 % Vol	CH4 % Vol	Balance
26-Mar-16	20.9	0	0	79.1	3.6	18.2	0	78.2	NA†	NA†	NA†	NA†
June 30,16	20.9	0	0	79.1	6.0	16.3	0	77.7	NA†	NA†	NA†	NA†
6-Oct-16	20.9	0	0	79.1	5.1	16.8	0.15	77.95	NA†	NA†	NA†	NA†
1-Dec-16	20.9	0	0	79.1	1.6	17.8	0	80.6	20.9	0	0	79.1
10-Mar-17	20.9	0	0	79.1	5.0	16.7	0	78.3	NA†	NA†	NA†	NA†
6-Jun-17	20.9	0	0	79.1	0.0	19.8	0	80.2	NA†	NA†	NA†	NA†
GP-3 Probe Depth Interval (ft)												
Date	30-40				55-65				80-90			
	OXY % Vol	CO2 % Vol	CH4 % Vol	Balance	OXY % Vol	CO2 % Vol	CH4 % Vol	Balance	OXY % Vol	CO2 % Vol	CH4 % Vol	Balance
26-Mar-16	1.3	14.3	0	84.4	0	20.0	0.35	79.65	0	20.0	0	80
June 30,16	6.2	13.1	0.3	81.4	0	20.0	0.65	79.35	0	20.0	0	80
6-Oct-16	5.5	13	0.15	81.35	0	20.0	0.9	79.1	0	20.0	0.2	79.8
1-Dec-16	5.4	12.4	0	82.2	0	19.5	0.35	80.2	0	19.0	0	81.0
10-Mar-17	5.5	12.9	0	81.6	0	19.8	0.35	79.9	0	20.0	0	80.0
6-Jun-17	0.2	15.3	0	84.5	0	20.0	0.20	79.8	0	20.0	0.15	79.9
GP6 Probe Depth Interval (ft)												
Date	6-11				19-24							
	OXY % Vol	CO2 % Vol	CH4 % Vol	Balance	OXY % Vol	CO2 % Vol	CH4 % Vol	Balance				
26-Mar-16	9.4	8.9	0	81.7	0	20.0	0.15	79.85				
June 30,16	13.9	6.6	0	79.5	0	20.0	0	80.0				
6-Oct-16	14.9	5.9	0.1	79.1	0	20.0	0.16	79.85				
1-Dec-16	15	5.1	0	79.9	0	19.8	0	80.2				
10-Mar-17	15.1	5.3	0	79.6	0	20.0	0	80.0				
6-Jun-17	7.7	10.7	0	81.6	0	19.2	0	80.8				

Notes:

NA†= Soil gas probe was clogged and unable to give a reading.

TABLE B-2 Historical Summary of Soil Gas Monitoring Results from August 1996 to April 2000 452 West Nees Avenue, Fresno, CA., By Soil Gas Probe Well Location				
Monitoring Date	Probe Depth Interval	Oxygen Percent	LEL Percent	Combustible Gas Percent*
Soil Gas Probe Well GP1				
08/26/96	20 - 30	13.8	2	0.1
	50 - 60	3.8	82	4.1
	80 - 90	0.2	10	0.5
03/17/97	20 - 30	12.5	0	0
	50 - 60	1.4	4	0.2
	80 - 90	1.1	51	2.6
09/24/98	20 - 30	15.0	0	0
	50 - 60	8.3	0	0
	80 - 90	10.7	99	5.0
05/21/99	20 - 30	15.1	0	0
	50 - 60	8.4	0	0
	80 - 90	4.9	185	9.3
01/24/00	20 - 30	14.9	13	0.7
	50 - 60	5.8	0	0
	80 - 90	3.8	106	5.3
04/28/00	20 - 30	17.7	2	0.1
	50 - 60	11.9	1	<0.1
	80 - 90	6.9	168	8.4
Soil Gas Probe Well GP2				
08/26/96	20 - 30	15.9	0	0
	50 - 60	4.8	2	0.1
	80 - 90	20.6	0	0
01/27/97	20 - 30	18.2	0	0
	50 - 60	1.6	0	0
	80 - 90	18.9	0	0
03/17/97	20 - 30	13.2	0	0
	50 - 60	0	0	0
	80 - 90	0	11	0.6
09/24/98	20 - 30	20.9	0	0
	50 - 60	20.9	0	0
	80 - 90	20.9	0	0

Table continues on next page

TABLE B-2 Historical Summary of Soil Gas Monitoring Results from August 1996 to April 2000 452 West Nees Avenue, Fresno, CA., By Soil Gas Probe Well Location				
Monitoring Date	Probe Depth Interval	Oxygen-Percent	LEL Percent	Combustible Gas Percent*
Soil Gas Probe Well GP2 (continued)				
05/18/99	20 - 30	18.6	0	0
	50 - 60	2.0	3	0.2
	80 - 90	11.6	9	0.5
09/10/99	20 - 30	18.6	0	0
	50 - 60	2.0	1	<0.1
	80 - 90	11.6	7	0.4
01/07/00	20 - 30	17.3	0	0
	50 - 60	8.0	0	0
	80 - 90	5.4	127	6.4
04/21/00	20 - 30	18.5	0	0
	50 - 60	2.6	57	2.3
	80 - 90	8.1	93	4.7
Soil Gas Probe Well GP3				
08/26/96	30 - 40	2.1	32	1.6
	55 - 65	0.8	14	0.7
	80 - 90	8.8	2	0.1
01/27/97	30 - 40	4.8	124	6.2
	55 - 65	10.0	89	4.5
	80 - 90	14.3	0	0
03/17/97	30 - 40	1.4	58	2.9
	55 - 65	1.3	4	0.2
	80 - 90	5.2	0	0
09/24/98	30 - 40	19.4	6	0.3
	55 - 65	20.9	0	0
	80 - 90	20.9	0	0
05/18/99	30 - 40	2.8	87	4.4
	55 - 65	2.2	131	6.6
	80 - 90	5.2	0	0
09/10/99	30 - 40	0.7	0	0
	55 - 65	20.4	0	0
	80 - 90	20.4	0	0

Table continued on next page

TABLE B-2 Historical Summary of Soil Gas Monitoring Results from August 1996 to April 2000 452 West Nees Avenue, Fresno, CA., By Soil Gas Probe Well Location				
Monitoring Date	Probe Depth Interval	Oxygen Percent	LEL Percent	Combustible Gas Percent*
Soil Gas Probe Well GP3 (continued)				
01/07/00	30 - 40	2.2	6	0.3
	55 - 65	2.2	11	0.6
	80 - 90	5.4	0	0
04/21/00	30 - 40	3.2	66	3.3
	55 - 65	3.7	90	4.5
	80 - 90	5.4	2	0.1
Soil Gas Probe Well GP4				
01/27/97	20 - 30	18.8	0	0
	50 - 60	11.4	0	0
	80 - 90	12.9	0	0
03/17/97	20 - 30	16.8	0	0
	50 - 60	17.3	0	0
	80 - 90	10.0	0	0
09/24/98	20 - 30	20.9	0	0
	50 - 60	20.9	0	0
	80 - 90	20.9	0	0
05/21/99	20 - 30	18.2	0	0
	50 - 60	10.7	0	0
	80 - 90	10.2	0	0
09/10/99	20 - 30	18.0	0	0
	50 - 60	13.0	0	0
	80 - 90	11.4	0	0
01/07/00	20 - 30	18.9	1	<0.1
	50 - 60	13.7	1	<0.1
	80 - 90	12.1	1	<0.1
04/21/00	20 - 30	18.3	0	0
	50 - 60	10.3	0	0
	80 - 90	12.9	0	0

Table continued on next page

TABLE B-2 Historical Summary of Soil Gas Monitoring Results from August 1996 to April 2000 452 West Nees Avenue, Fresno, CA., By Soil Gas Probe Well Location				
Monitoring Date	Probe Depth Interval	Oxygen Percent	LEL Percent	Combustible Gas Percent*
Soil Gas Probe Well GP5				
01/27/97	20 - 30	15.9	0	0
	50 - 60	13.4	0	0
	80 - 90	17.5	0	0
03/17/97	20 - 30	10.2	0	0
	50 - 60	11.6	0	0
	80 - 90	16.8	0	0
09/24/98	20 - 30	12.6	0	0
	50 - 60	13.6	0	0
	80 - 90	19.5	0	0
05/18/99	20 - 30	9.9	1	<0.1
	50 - 60	4.6	1	<0.1
	80 - 90	12.0	1	<0.1
09/10/99	20 - 30	15.7	0	0
	50 - 60	13.9	0	0
	80 - 90	12.8	0	0
01/07/00	20 - 30	17.4	1	<0.1
	50 - 60	15.6	1	<0.1
	80 - 90	17.0	1	<0.1
04/21/00	20 - 30	16.4	0	0
	50 - 60	13.6	0	0
	80 - 90	14.6	0	0
Soil Gas Probe Well GP-6				
09/10/99	27 - 37	9.4	1	<0.1
	57 - 67	9.1	1	<0.1
	78 - 89	13.9	1	<0.1
01/07/00	27 - 37	8.6	0	0
	57 - 67	12.2	0	0
	78 - 89	15.0	0	0
04/21/00	27 - 37	8.8	0	0
	57 - 67	12.8	1	<0.1
	78 - 89	14.5	1	<0.1

Table continues on next page

TABLE B-2 Historical Summary of Soil Gas Monitoring Results from August 1996 to April 2000 452 West Nees Avenue, Fresno, CA., By Soil Gas Probe Well Location				
Monitoring Date	Probe Depth Interval	Oxygen Percent	LEL Percent	Combustible Gas Percent*
Soil Gas Probe Well GP-7				
09/10/99	6 - 11	16.7	0	0
	19 - 24	13.6	0	0
01/07/00	6 - 11	18.7	2	0.1
	19 - 24	16.1	2	0.1
04/21/00	6 - 11	14.8	0	0
	19 - 24	13.4	0	0
Soil Gas Probe Well GP-8/GP-8A				
09/10/99	6 - 11	1.6	47	2.4
	19 - 24	3.6	0	0
04/21/00	6 - 11	20.2	0	0
	19 - 24	3.6	86	4.3
04/28/00	6 - 11	13.6	1	<0.1
	19 - 24	2.1	40	2.0

Notes for Table 1 LEL = lower explosive limit measured relative to methane
 * Combustible gas percentage calculated from LEL using the ratio 100% LEL = 5.0 percent combustible gas by volume, results rounded up to the nearest tenth of percent.

Note: The manufacturer of the Gastechtor® Model Number 1314 indicates that when oxygen content reads below 10% the corresponding LEL reading will be below the actual combustible gas content. This is due to insufficient oxygen present to react with the combustible gas.

TABLE 1 Historical Summary of Soil Gas Monitoring Results			
Probe Location	Probe Depth Interval	Oxygen Percent	LEL Percent
May 18 & 21, 1999			
GP-1	20 - 30	15.1	0
	50 - 60	8.4	0
	80 - 90	4.9	185
GP-2	20 - 30	18.6	0
	50 - 60	2.0	3
	80 - 90	11.6	9
GP-3	30 - 40	2.8	87
	55 - 65	2.2	131
	80 - 90	5.2	0
GP-4	20 - 30	18.2	0
	50 - 60	10.7	0
	80 - 90	10.2	0
GP-5	20 - 30	9.9	1
	50 - 60	4.6	1
	80 - 90	12.0	1

Notes for Table 1

LEL = lower explosive limit measured relative to methane

NM = not measured, damage to the wellhead prevented monitoring at this location and date.

Note: The manufacturer of the Gastechtor® Model Number 1314 indicates that when oxygen content reads below 10% the corresponding LEL reading will be below the actual combustible gas content. This is due to insufficient oxygen present to react with the combustible gas.

These monitoring results appear to indicate the presence of methane gas in subsurface soils on the project site in the vicinity of soil gas probes GP1, GP2, and GP3.

It is the client's desire to develop the northeastern portion of the project site for use as multi-family dwellings as shown on Drawing 2. The existing soil gas probes do not provide data on subsurface soil gas concentrations along the southeastern site boundary (i.e., between the proposed multi-family dwellings and the CalCot property) nor between the northwestern corner of the proposed multi-family dwellings and the Pinedale Landfill.

3.2 Landfill Gas Monitoring Probe Installation

As stated previously, first groundwater was encountered at a depth of approximately 14 feet below grade during the installation of landfill gas monitoring probe at location P-1. Portable FID measurements taken during drilling and installation activities did not indicated the presence of combustible gases.

3.3 Soil Gas Monitoring

Soil gas monitoring was conducted with the Landtec GA-90 on December 17, 2003. As shown on the following Table I, methane was not detected during soil gas monitoring of the landfill soil gas probes. Carbon dioxide and oxygen noted at the two soil gas monitoring probes were within normal expected ranges.

Table I
Soil Gas Measurements by Landtec Instrumentation
Measurements collected on December 12, 2003

Soil Gas Probe	Carbon dioxide (CO ₂)	Oxygen (O ₂)	Methane (CH ₄)
P-1	3.0%	16.0%	0.0%
P-3	0.1%	19.4%	0.0%

4.0 Conclusions

The excavation of four backhoe trenches revealed the presence of relatively minor asphalt debris in one of four locations (Backhoe trench location P-3). Field monitoring during backhoe trenching and soil gas monitoring probe installation did not reveal the presence of methane. Monitoring of soil gas within the installed landfill gas probes by means of a portable Landtec instrument also did not reveal the presence of methane. Concentrations of carbon dioxide or oxygen were within normal expected ranges.

TABLE 1
GAS PROBE MONITORING

Riverview Estates Phase I
 8080 N. Palm Ave.
 Fresno, California

Date	Time	Probe ID	Probe depth	ΔP (in.H ₂ O)	CH ₄ %	CO ₂ %	O ₂ %	Bal%
Barometric pressure on February 2, 2009 = 30.02 in.Hg								
2/2/09	12:24	GP-4	30'	0.11	0	2.8	14.5	82.7
	12:27		60'	-0.85	0	8.3	10.2	81.5
	12:30		90'	-0.34	0	6.8	11.3	81.89
	12:12	GP-6A	30'	-5.08	0	4	13.8	82.2
	12:14		60'	-8.48	0	3.4	7.8	88.8
	12:16		90'	-0.06	0	6.8	12.8	80.39
	11:55	GP-9	30'	0	0	6.7	11.5	81.8
	11:57		60'	-6.32	0	5.6	11.6	82.8
	11:59		90'	-5.55	0	2.1	15.3	82.6
Barometric pressure on May 12, 2008 = 29.42 in.Hg								
5/8/08	12:56	GP-4	30'	-0.09	0	2.2	15.3	82.5
	12:58		60'	-7.59	0	7.2	9.9	82.9
	1:01		90'	-0.12	0	7.2	8.3	84.5
	12:40	GP-6A	30'	-8.73	0	4.1	11.6	84.3
	12:42		60'	-13.55	0	1.9	8.8	89.3
	12:49		90'	-16.22	0	7.7	11.7	80.6
	12:22	GP-9	30'	-16.24	0	4.9	11	84.1
	12:30		60'	-14.84	0	2.2	12.7	85.1
	12:36		90'	-13.29	0	1.6	14.8	83.6
Barometric pressure on March 7, 2008 = 29.92 in.Hg								
3/7/08	9:24	GP-4	30'	-16.94	0	1.2	18.2	80.6
	9:25		60'	-20.94	0	8	10	82
	9:30		90'	-11.87	0	4.8	13	82.2
	8:48	GP-6A	30'	-3.94	0	6.2	11.4	82.4
	8:55		60'	-8.15	0	3.1	12.6	84.3
	9:05		90'	-17.28	0	2.7	13.8	83.5
	9:09	GP-9	30'	-13.02	0	1.8	15.9	82.3
	9:11		60'	-16.88	0	2.9	7.5	89.6
	9:14		90'	-17.12	0	3.8	16.5	79.69
Barometric pressure on April 26, 2007 = 29.56 in.Hg								
4/26/07	10:39	GP-4	30'	-1.11	0	3.1	16.3	80.6
	10:42		60'	-14	0	8	9.5	82.5
	10:45		90'	0.45	0	7.6	8.5	83.9
	10:17	GP-6A	30'	-5.4	0	1.7	18.8	79.5
	10:19		60'	-7.2	0	5.6	8.2	86.2
	10:26		90'	-9.33	0	7.4	12.3	80.29
	n/a	GP-9**	30'	n/a	n/a	n/a	n/a	n/a
	n/a		60'	n/a	n/a	n/a	n/a	n/a
	n/a		90'	n/a	n/a	n/a	n/a	n/a

Date	Time	Probe ID	Probe depth	ΔP (in.H ₂ O)	CH ₄ %	CO ₂ %	O ₂ %	Bal%
Barometric pressure on February 15, 2007 = 30.02 in.Hg								
2/15/07	1:56	GP-4	30'	-1.25	0	10.9	10.4	78.69
	1:59		60'	-4.02	0	8.2	9.8	82
	2:01		90'	-11.21	0	5.6	11.7	82.7
	1:39	GP-6A	30'	-12.98	0	10.9	10.4	78.69
	1:30		60'	-11.58	0	8.2	9.8	82
	1:36		90'	-11.21	0	5.6	11.7	82.7
	n/a	GP-9**	30'	n/a	n/a	n/a	n/a	n/a
	n/a		60'	n/a	n/a	n/a	n/a	n/a
	n/a		90'	n/a	n/a	n/a	n/a	n/a
Barometric pressure on June 20, 2006 = 29.55 in.Hg								
6/20/06	9:36	GP-4	30'	-4.22	0.0	14.3	5.2	80.4
	9:40		60'	-8.14	0.0	13.1	3.6	83.3
	9:47		90'	-12.33	0.0	18.2	2.9	78.89
	8:53	GP-6A	30'	0.21	0.0	15	3	82
	8:58		60'	-0.15	0.0	6.4	6.6	87
	9:07		90'	-0.07	0.0	10.8	7	82.2
	9:16	GP-9	30'	-9.5	2.7	15.2	1.7	80.4
	9:18		60'	-10.27	0.0	18.1	1.6	80.3
	9:22		90'	-0.5	3.5	17.6	1.9	77
Barometric pressure on March 23, 2006 = 29.82 in.Hg								
3/23/06	2:12	GP-4	30'	-12.53	0.0	13.8	7.4	78.79
	2:14		60'	-12.56	0.0	7	14	79
	2:16		90'	-12.53	0.0	13.8	7.4	78.79
	2:03	GP-6A	30'	-12.01	0.0	13.8	7	79.19
	2:06		60'	-8.64	0.0	14	7.1	78.9
	2:08		90'	-13.22	0.0	14	6.7	79.3
	2:23	GP-9	30'	-14.82	0.0	17.2	3.8	79
	2:30		60'	-13.89	0.0	15.6	5.3	79.1
	2:33		90'	-13.76	0.0	15.1	5.4	79.5
Barometric pressure on December 22, 2005 = 29.82 in.Hg								
12/22/05	08:30	GP-4	30'	2.95	0.0	3.2	18.5	75.8
	08:43		60'	2.98	0.0	10.0	10.0	79.9
	08:56		90'	-0.70	0.0	8.6	11.0	80.4
	09:12	GP-6A	30'	2.98	0.0	0.7	22.8	76.5
	09:28		60'	2.74	0.0	1.9	22.0	76.1
	09:40		90'	2.94	0.0	2.5	19.1	78.5
	10:02	GP-9	30'	2.73	0.0	0.7	22.8	76.5
	10:24		60'	2.88	0.0	1.9	22.0	76.1
	10:40		90'	-0.43	0.0	2.5	19.1	78.5

ΔP = relative pressure differential in probe (in. H₂O)

CH₄ = combustible gases

CO₂ = carbon dioxide

O₂ = oxygen

Bal = balance gases

** No readings could be taken on landfill gas monitoring well GP-9 due to well being lost (possibly destroyed) during the construction of Riverview Phase II.

John Kinsey

From: John Kinsey
Sent: Wednesday, December 26, 2018 8:30 AM
To: John Shelton; Melinda Marks
Cc: Tom Beggs
Subject: FW: Spano River Ranch Disposal Site PCLU Draft Revised 12/13/18 (EHD Verbal Approval)

John and Melinda, please see the email below from Scott Hatton at the RWQCB. Please let me know if you have any questions. Thanks,

John P. Kinsey, Esq.
WANGER JONES HELSLEY PC
265 E. River Park Circle
Suite 310
Fresno, California 93720
Phone: (559) 233-4800, Ext. 216
Fax: (559) 233-9330
Website: www.wjhattorneys.com

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To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

From: Hatton, Scott@Waterboards [<mailto:Scott.Hatton@waterboards.ca.gov>]
Sent: Monday, December 24, 2018 8:27 AM
To: Tsuda, Kevin; Tom Beggs
Cc: Rhodes, Steven; Fox, Wayne
Subject: RE: Spano River Ranch Disposal Site PCLU Draft Revised 12/13/18 (EHD Verbal Approval)

Tom –

The RWQCB concurs with the County of Fresno and has no comments on the subject document.

Scott J. Hatton, PE
Supervising Engineer
CA Regional Water Quality Control Board
1685 E Street
Fresno, CA 93706
(559) 445-5116 Main
(559) 444-2502 Direct
(559) 445-5910 Fax
scott.hatton@waterboards.ca.gov

From: Tsuda, Kevin <ktsuda@fresnocountyca.gov>
Sent: Monday, December 17, 2018 3:16 PM
To: Tom Beggs <tbeggs@centralcitiesproperties.com>
Cc: Rhodes, Steven <srhodes@fresnocountyca.gov>; Fox, Wayne <wafox@fresnocountyca.gov>; Hatton, Scott@Waterboards <Scott.Hatton@waterboards.ca.gov>
Subject: Spano River Ranch Disposal Site PCLU Draft Revised 12/13/18 (EHD Verbal Approval)

Tom,

In reviewing the revised Spano River Ranch draft Post Closure Land Use (PCLU) parking/access road plan dated 12/13/18 (see attachment), the Fresno County Environmental Health Division offers draft PCLU Plan verbal approval. Please note that this verbal approval is for the revised 12/13/18 draft PCLU Plan which was reviewed by the Environmental Health Division and Central Valley Regional Water Quality Control Board (RWQCB). Any changes/additions to the revised PCLU draft dated 12/13/18, will require review and verbal approval from both agencies. Final written approval of the PCLU Plan will be completed once an official parking design has been reviewed by both the Environmental Health Division and Central Valley RWQCB.

Prior to construction, an Employee Health and Safety Plan that includes and is not limited to the excavation of possible wastes, side slope safety, noise, and possible landfill gas exposure/explosion risks to employees/workers shall be completed and approved by the Environmental Health Division. If you or interested parties have any questions regarding the PCLU/Health & Safety Plan or California Code of Regulations (CCR) Title 27 requirements (PCLU), please feel free and contact the EH Solid Waste Division at (559) 600-3271.

Sincerely,

Kevin Tsuda, R.E.H.S.
Environmental Health Specialist II
Environmental Health Division
(559) 600-3271
ktsuda@fresnocountyca.gov

Our office flooded October 17th and we are in temporary facilities for at least the next few months. During this time, we ask for your patience as we try to restore normal operations. We have relocated our office to 200 W Pontiac Way, Building 3, Clovis. For more information, please see our website at www.fcdph.com or call (559) 600-3357.

**FRESNO CITY PLANNING COMMISSION
RESOLUTION Nos. 13554 (DEVELOPMENT PERMIT); 13555 (VARIANCE); and
13556 (TREE REMOVAL PERMIT)**

CONSIDERING THE ENVIRONMENTAL IMPACT REPORT PREPARED BY THE CALIFORNIA SAN JOAQUIN RIVER CONSERVANCY, ADOPTING FINDINGS OF FACT, AND APPROVING A MITIGATION MONITORING PROGRAM, REQUIRED BY CEQA GUIDELINES SECTIONS 15096, 15091, AND 15097, AS RELATED TO THE PROPOSED PROJECT, AND APPROVING DEVELOPMENT PERMIT APPLICATION NO. P18-03316, VARIANCE APPLICATION NO. P18-03317, AND TREE REMOVAL PERMIT APPLICATION NO. P18-03371

WHEREAS, the Fresno City Planning Commission (Commission), at its meeting on December 5, 2018, held a duly noticed public hearing to review the Project, consisting of Development Permit Application No. P18-03316, Variance Application No. P18-03317, and Tree Removal Permit Application No. P18-03371.

WHEREAS, the Commission recognized the City as a responsible agency to the Environmental Impact Report (State Clearinghouse No. 2014061017) prepared for the River West Fresno, Eaton Trail Extension Project (Conservancy EIR), which was certified on November 15, 2017, by the California San Joaquin River Conservancy through San Joaquin River Conservancy Resolution 17-01, attached hereto as **Attachment 1**; and,

WHEREAS, Development Permit Application No. P18-03316, Variance Application No. P18-03317, and Tree Removal Permit Application No. P18-03371 are in furtherance of Alternative 5B for the River West Fresno, Eaton Trail Extension Project, which was approved by the California San Joaquin River Conservancy on December 13, 2017 through San Joaquin River Conservancy Resolution 17-02 (Alt. 5B), attached hereto as **Attachment 2**.

WHEREAS, the Commission invited testimony, considered, and discussed the adequacy of the Conservancy EIR for the Project pursuant to CEQA Guidelines Section 15096, 15091, and 15097.

NOW, THEREFORE, BE IT RESOLVED that the Fresno City Planning Commission based on its own independent judgment hereby finds and determines that there is no substantial evidence in the record to indicate that Development Permit Application No. P18-03316, Variance Application No. P18-03317, and Tree Removal Permit Application No. P18-03371, may not have a significant effect on the environment beyond what was identified in the Conservancy EIR.

BE IT FURTHER RESOLVED the Commission finds that the Conservancy EIR identified several significant effects of the Project. Pursuant to **CEQA Guideline Sections 15096 and 15091**, the Commission makes the findings set forth in **Attachment 3** and incorporated herein by this reference.

BE IT FURTHER RESOLVED pursuant to CEQA Guidelines Section 15096, the Mitigation Monitoring and Reporting Program (MMRP) dated December 13, 2017, as set forth in **Attachment 4** is hereby adopted and incorporated herein by this reference to ensure that all mitigation measures adopted for the Project are fully implemented. Additionally, compliance by the applicant with the MMRP will be made a condition of

PLANNING COMMISSION RESOLUTION Nos. 13554; 13555, and 13556
Development Permit Application No. P18-03316
Variance Permit Application No. P18-03317
Tree Removal Permit Application No. P18-03371
December 5, 2018
Page 2

approval for Development Permit Application No. P18-03316, Variance Application No. P18-03317, and Tree Removal Permit Application No. P18-03371. With the incorporation of mitigation measures set forth in the Conservancy EIR, all impacts have been mitigated to a level of less than significant.

BE IT FURTHER RESOLVED that the Commission hereby approves Development Permit Application No. P18-03316, Variance Application No. P18-03317, and Tree Removal Permit Application No. P18-03371 authorizing construction of an access roadway, a surface parking lot for approximately 40 vehicle spaces, public restrooms, picnic areas and landscape as part of the greater Lewis S. Eaton Trail network to provide public access to the San Joaquin River at North Palm Avenue through the existing Spano Park located at 8090 North Palm Avenue.

The foregoing Resolution was adopted by the Fresno City Planning Commission upon a motion by Commissioner Hardie, seconded by Commissioner McKenzie.

VOTING: **Ayes** - **Vang, McKenzie, Bray, Hardie, Garcia, Sodhi-Layne,**
 Torossian
 Noes -
 Not Voting -
 Absent -

DATED: December 5, 2018


Jennifer K. Clark, Secretary
Fresno City Planning Commission

**Resolution No. 13554 for
Development Permit Application No.
P18-03316; and**

**Resolution No. 13555 for
Variance Application No. P18-03317;
and**

**Resolution No. 13556 for
Tree Removal Permit Application No.
P18-03371
Filed by City of Fresno Public Works**

Action: Recommend Approval

2018-0152849

FRESNO County Recorder
Paul Dictos, CPA

Monday, Dec 24, 2018 01:39:50 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

RECORDING REQUESTED BY AND

WHEN RECORDED RETURN TO:

NAME John Kinsey, Esq.
ADDRESS 265 E. River Park Circle, Suite 310
CITY Fresno
STATE & ZIP CA 93720

APN NOS. 405-340-17s and -19s, and
PTNS. OF 402-030-63s, 64s, and 67s & 405-340-18s

GRANT DEED

The undersigned grantor(s) declare that:

Documentary Transfer Tax is \$ 0.00;

- ☐ Computed on full value of property conveyed; or
☐ Computed on full value less value of liens or encumbrances remaining at time of sale
☒ Exempt Transfer (Consideration paid is less than \$100, R & T 11911.)
☐ Unincorporated area; or ☒ City of Fresno

GRANTOR(S): SOB ENTERPRISES, LLC, a California limited liability company

hereby grants to:

GRANTEE(S): SAN JOAQUIN RIVER ACCESS CORPORATION, a California mutual benefit corporation

all of Grantor's right, title and interest in and to the following described real property in the County of Fresno, City of Fresno, in the State of California:

SEE EXHIBIT "A" ATTACHED HERETO FOR THE LEGAL DESCRIPTION OF THE PROPERTY

Dated: December 24, 2018

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

SOB Enterprises, LLC, a California limited liability company

By: Stanley Louis Spano
Title: Manager

By: Bernadette Marie Roznovsky
Title: Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno

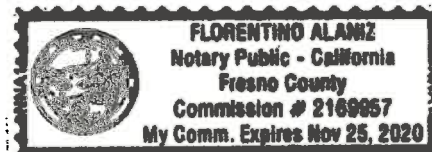
On December 24, 2018 before me, Florentino Alaniz, Notary Public
(insert name and title of the officer)

personally appeared Stanley Louis Spano
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Florentino Alaniz (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno

On December 24, 2018 before me, Florentino Alaniz, Notary Public
(insert name and title of the officer)

personally appeared Bernadette Marie Roznovsky
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Florentino Alaniz* (Seal)

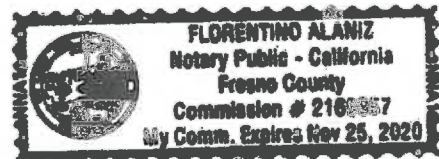


EXHIBIT "A"

LEGAL DESCRIPTIONS OF PROPERTY

Parcel One:

Parcel A of Lot Line Adjustment No. 2009-16, as Document Number 2018-0150314, of Official Records of Fresno County, and more particularly described as follows:

That portion of Section 29, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the United States Government Township Plat, described as follows:

BEGINNING at the most Westerly corner of Parcel C of Parcel Map No. 79-16, according to the map thereof recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records; thence North 50°52'50" East, along the centerline of the Old Upper San Joaquin Canal, a distance of 112.06 feet; thence North 35°38'48" East, continuing along the centerline of the Old Upper San Joaquin Canal, a distance of 268.20 feet; thence North 51°26'28" East, continuing along the centerline of the Old Upper San Joaquin Canal, a distance of 289.27 feet; thence North 33°47'56" West, leaving said centerline, a distance of 146.60 feet to the **TRUE POINT OF BEGINNING**;

Thence North 81°19'52" West, a distance of 185.16 feet; thence North 71°28'39" West, a distance of 99.45 feet; thence South 72°56'38" West, a distance of 144.67 feet; thence South 65°38'42" West, a distance of 100.40 feet; thence South 55°10'29" West, a distance of 90.61 feet; thence South 51°09'37" West, a distance of 84.99 feet; South 50°56'05" West, a distance of 94.87 feet; thence South 50°20'08" West, a distance of 54.96 feet; thence South 49°55'03" West, a distance of 24.33 feet to a point on the Low Water Line of the San Joaquin River as described in the Quitclaim Deed per Document No. 2004- 0290195 recorded December 29, 2004, Official Records of Fresno County; thence Northerly, along said Low Water Line, the following courses: North 01°26'15" West, a distance of 12.66 feet; thence North 01°52'59" West, a distance of 60.32 feet; thence North 27°57'31" East, a distance of 54.59 feet; thence North 04°27'18" East, a distance of 81.30 feet; thence North 49°42'37" East, a distance of 70.29 feet; thence North 32°58'52" East, a distance of 70.72 feet; thence North 29°10'30" East, a distance of 82.86 feet; thence North 17°21'37" West, a distance of 93.01 feet; thence North 02°01'57" West, a distance of 111.04 feet; thence North 07°33'53" East, a distance of 99.98 feet; thence North 24°57'07" East, a distance of 90.80 feet; thence North 24°47'20" West, a distance of 159.93 feet; thence North 90°00'00" East, leaving said Low Water line, a distance of 244.57 feet; thence South 53°14'55" East, a distance of 569.64 feet to a point on the Northwesterly line of that certain parcel of land granted to Fresno Metropolitan Flood Control District per Document No. 2003- 0198506 recorded August 25, 2003, Official Records of Fresno County; thence Southerly, along the Northwesterly, Westerly and Southwesterly lines of said parcel of land granted to Fresno Metropolitan Flood Control District per Document No. 2003- 0198506, the following courses: South 53°33'03" West, a distance of 7.56 feet; thence South 58°29'09" West, a distance of 46.58 feet; thence South 56°21'27" West, a distance of 53.36 feet; thence South 49°19'10" West, a distance of 52.76 feet to the beginning of a 68.00 foot radius tangent curve, concave to the East; thence Southerly, along said curve, through a central angle of 86°56'31", an arc distance of

103.18 feet; thence tangent to said curve, South 37°37'21" East, a distance of 163.03 feet to the most Southerly corner of said parcel of land granted to Fresno Metropolitan Flood Control District per Document No. 2003-0198506, said point being the most Westerly corner of that certain parcel of land granted to the City of Fresno per Document No. 2002-0157928 recorded September 12, 2002, Official Records of Fresno County; thence South 33°47'56" East, along the Southwesterly line of said parcel of land granted to the City of Fresno per Document No. 2002-0157928, a distance of 12.00 feet to the TRUE POINT OF BEGINNING.

Containing 8.243 acres, more or less.

PTNS. OF FRESNO COUNTY APNs: 402-030-63s, 64s, and 67s & 405-340-18s

Parcel 2

Those portions of Section 32, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the United States Government Township Plat thereof, described as follows:

A portion of the that particular parcel of land described in the Deed recorded April 7, 1961 in Book 4537 of Deeds at Page 419 as Document No. 26594, Official Records of Fresno County, described as follows:

Those portions of Lots 3 and 4 in said Section 32 lying North and West of a line intersecting the North line of said Section 32 at a point 1811 feet West of the Northeast corner of said Section and running;

Thence, South 35° 30' West along the center line of the upper San Joaquin Canal 316, feet;
Thence, continuing along said center line the following courses and distances:

South 62° 20' West 130 feet,

South 31° 23' West 165 feet,

South 74° 29' West 540 feet,

South 72° 47' West 600 feet,

South 67°39' West 400 feet;

Thence, leaving said center line North 80° 20' West 232 feet to the Southerly bank of the San Joaquin River.

TOGETHER WITH, a portion of the that particular parcel of land described in the Deed recorded December 13, 1963 in Book 4939 of Deeds at Page 612 as Document No. 97923, Official Records of Fresno County, described as follows:

That portion of said Section 32 which lies within Fresno County, and Northerly and Westerly of Government Lots 3 and 4 of said Section 32, and being a portion of the Pappas Lands as shown and delineated upon a Map of Re-Survey recorded March 28, 1957 in Book 19, Pages 65 and 66 of Record of Surveys, Fresno County Records.

EXCEPTING THEREFROM, that portion thereof lying within that particular parcel of land described in the Quitclaim Deed recorded August 25, 2003 as Document No. 2003- 0198514, Official Records of Fresno County.

ALSO EXCEPTING THEREFROM, that portion thereof lying within that particular parcel of land described in the Deed recorded December 29, 2004 as Document No. 2004-0290195, Official Records of Fresno County, described as follows:

BEGINNING, at a point on the Low Water Line of the San Joaquin River as said line is shown on sheet 11 of 27 of the Administrative Map of the San Joaquin River dated April 1992, on file in the offices of the California State Lands Commission, said point having California Coordinates of North=2194589.291 feet and East=6324865.168 feet, said point also bears North 80°28'42" West, a distance of 2235.01 feet from the Southwest corner of Section 28, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, as said corner is shown on Parcel Map No. 79-16 recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records;

Thence, along said Low Water Line South 00°58'20" East, a distance of 31.70 feet;
Thence, South 31°58'00" West, a distance of 91.56 feet;
Thence, South 09°46'47" West, a distance of 47.28 feet;
Thence, South 58°36'35" West, a distance of 32.14 feet;
Thence, North 73°02'04" West, a distance of 47.85 feet;
Thence, South 56°11'28" West, a distance of 117.36 feet;
Thence, South 64°04'54" West, a distance of 66.37 feet;
Thence, South 45°03'23" West, a distance of 121.50 feet;
Thence, South 48°13'54" West, a distance of 74.37 feet;
Thence, South 43°26'27" West, a distance of 64.06 feet;
Thence, North 81°11'43" West, a distance of 89.33 feet;
Thence, South 62°03'47" West, a distance of 43.26 feet;
Thence, South 27°55'12" West, a distance of 58.91 feet;
Thence, South 24°34'30" West, a distance of 26.82 feet;
Thence, leaving said Low Water Line North 68°42'37" West, a distance of 93.60 feet; thence, North 62°42'16" East, a distance of 147.86 feet;
Thence, North 62°42'16" East, a distance of 70.17 feet;
Thence, North 56°33'21" East, a distance of 183.15 feet;
Thence, North 55°22'08" East, a distance of 156.04 feet;
Thence, North 51°39'53" East, a distance of 135.95 feet;
Thence, North 52°56'57" East, a distance of 138.32 feet;
Thence, North 50°25'32" East, a distance of 41.94 feet to the POINT OF BEGINNING.

Coordinates, bearings and distances used in the above description are based on the California Coordinate System, Zone 4, (NAD 83).

ALSO EXCEPTING THEREFROM, that portion thereof lying within the following described property:

BEGINNING, at the most Westerly corner of Parcel C of Parcel Map No. 79-16, according to the map thereof recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records;

Thence, South 35°29'29" West, along the centerline of the Old Upper San Joaquin Canal, a distance of 315.81 feet;
Thence, South 62°20'24" West, continuing along the centerline of the Old Upper San Joaquin Canal, a distance of 129.93 feet;
Thence, South 31°22'20" West, continuing along the centerline of the Old Upper San Joaquin Canal, a distance of 6.89 feet;
Thence, South 74°28'44" West, leaving said centerline, a distance of 30.57 feet;
Thence, South 86°55'25" West, a distance of 113.20 feet;
Thence, North 82°09'23" West, a distance of 101.98 feet;
Thence, North 78°37'18" West, a distance of 84.74 feet;
Thence, North 66°54'12" West, a distance of 98.57 feet;
Thence, North 68°49'05" West, a distance of 185.96 feet;
Thence, North 68°00'00" West, a distance of 66.64 feet;
Thence, North 47°04'29" West, a distance of 47.67 feet;
Thence, North 06° 10'03" East, a distance of 24.17 feet;
Thence, North 23°46'34" East, a distance of 37.52 feet;
Thence, North 62°11 '47" East, a distance of 64.63 feet;
Thence, North 56°02'52" East, a distance of 184.31 feet;
Thence, North 54°51'39" East, a distance of 156.80 feet;
Thence, North 51 °09'24" East, a distance of 136.33 feet;
Thence, North 52°26'28" East, a distance of 138.52 feet;
Thence, North 49°55'03" East, a distance of 69.49 feet;
Thence, North 50°20'08" East, a distance of 54.80 feet;
Thence, North 50°56'05" East, a distance of 94.74 feet;
Thence, North 51°09'37" East, a distance of 84.33 feet;
Thence, North 55°10'29" East, a distance of 88.31 feet;
Thence, North 65°43'30" East, a distance of 98.73 feet;
Thence, South 20°47'33" East, a distance of 19.66 feet;
Thence, North 70°55'04" East, a distance of 42.49 feet;
Thence, North 82°40'57" East, a distance of 109.72 feet;
Thence, North 89°48'34" East, a distance of 65.27 feet;
Thence, South 83°27'54" East, a distance of 191.39 feet;
Thence, North 88°05'08" East, a distance of 4.46 feet;
Thence, South 33°47'56" East, a distance of 132.89 feet to a point on the Northwesterly line of said Parcel C, said Northwesterly line also being the said centerline of the Old Upper San Joaquin Canal;
Thence, along said Northwesterly line, along said centerline, the following courses:
South 51°26'28" West, a distance of 289.27 feet;
Thence, South 35°38'47" West, a distance of 268.20 feet;
Thence, South 50°52'50" West, a distance of 112.06 feet to the POINT OF BEGINNING.
ALSO EXCEPTING THEREFROM, an undivided one-half interest in and to all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, as reserved in the Deed from Lesley R. Holland and Hazel B. Taber Shamhart to Emma L. Pappas, recorded December 5, 1957 in Book 4000, Page 94 of Official Records, Document No. 79259.
Fresno County APNs: 405-340-17s AND 19s

BB 45
August 30, 2018

OPTION AGREEMENT

THIS OPTION AGREEMENT (this "*Agreement*") is entered into as of ~~November 2017~~ by and between SOB ENTERPRISES, LLC, a California limited liability company ("*Optionor*"), on one hand, and SAN JOAQUIN RIVER ACCESS CORPORATION, a California mutual benefit corporation ("*Optionee*"), on the other hand.

RECITALS

A. Optionor owns those parcels of real property situated in Fresno County, California, identified as Assessor's Parcel Number 405-340-17s and 405-340-19s, as well as Adjusted Parcel "A" as identified in Optionor's proposed Lot Line Adjustment No. 2009-16, which are legally described on Exhibits "A" through "C," attached hereto (collectively, together with any rights and appurtenances pertaining thereto, the "*Premises*").

B. Following the completion of Lot Line Adjustment No. 2009-16, Optionee desires to acquire the exclusive right to purchase, without becoming obligated to purchase, the Premises at an agreed price and under specified terms and conditions.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Option to Purchase. Optionor grants to Optionee, the sole and exclusive right and option, at Optionee's sole election, to purchase the Premises on the terms and conditions more particularly described below (such right and option, as so elected by Optionee, the "*Option*"). Optionor represents and warrants to Optionee that Optionor is the fee simple owner of the Premises with the power and authority to execute and deliver this Option Agreement and to perform all of its obligations under this Option Agreement without the necessity of consent or approval from any other party.

2. Consideration. This Option is granted in consideration of Optionee's payment to Optionor of the sum of Ten and No/100 Dollars (\$10.00 USD), payable by a certified or cashier's check drawn to the order of Optionor, subject to collection, receipt of which is hereby acknowledged.

3. Option Term. This Option Agreement shall be effective upon execution by both parties and shall expire at 5:00 p.m. on December 31, 2018 (the period between commencement and expiration or earlier termination, the "*Option Term*").

4. Due Diligence.

(a) Title. As soon as practicable after executing this Agreement, Optionee shall cause Chicago Title Company, (Anna Gettman, Escrow Officer) 7330 North Palm Avenue #101, Fresno, California, 93711 (alternatively, "*Escrow Holder*" or "*Title Company*"), to deliver to Optionee a preliminary title report or title commitment for the Premises (the "*PTR*"), the deed pursuant to which Optionor acquired title to the Premises and a plot plan for the Premises

showing the locations of all recorded easements and copies of all underlying title documents described in the PTR. Optionee shall have sixty (60) days after receipt of the PTR to deliver to Optionor and Escrow Holder written notice (the "**Preliminary Title Notice**") of Optionee's approval, conditional approval or disapproval of the title matters disclosed in the PTR or survey, if any. All matters not timely approved by Optionee shall be deemed approved. All such exceptions disapproved by Optionee are referred to herein as "**Disapproved Exceptions**." Optionor shall have thirty (30) days after receipt of Optionee's Preliminary Title Notice to cause such Disapproved Exceptions to be removed from title, or to cause the Title Company to endorse over such Disapproved Exceptions, as of or before the Close of Escrow, and to give Optionee and Escrow Holder written notice ("**Optionor's Title Notice**") of any Disapproved Exceptions which Optionor does not intend to eliminate, endorse around or remove on or before the Close of Escrow. If Optionor fails to deliver its response notice within such thirty (30) day period, Optionor shall be deemed to have elected to not eliminate or endorse over any of the Disapproved Exceptions. Notwithstanding the foregoing, Optionor shall in all circumstances be obligated to remove or eliminate as exceptions to title to the Premises as of the Close of Escrow all mortgages, deeds of trust and other monetary liens, encumbrances, assessments or indebtedness. If Optionor elects not to remove or otherwise cure an exception disapproved in Optionee's Title Notice, Optionee shall have thirty (30) days after receipt of Optionor's Title Notice (or if none, 30 days after Optionor's Title Notice was due) to notify Optionor and Escrow Holder, in writing, of Optionee's election to either waive the objection or terminate this Agreement and the Escrow. If Optionor and Escrow Holder have not received written notice from Optionee by such date, then that shall be deemed Optionee's decision to terminate this Agreement and Escrow. The term "**Permitted Encumbrances**" as used in this Agreement shall mean (1) any easements, agreements, restrictions, rights of way, encumbrances, or other exceptions disclosed in the PTR and approved (or deemed approved) by Optionee and applicable to the Premises as of the Closing Date, (2) real estate taxes and assessments not yet due and payable at the Closing Date, and (3) applicable zoning ordinances and regulations in effect as of the date hereof.

(b) Investigations and Inspections. During the Option Term, Optionee, at its cost and expense, shall have the right to review and investigate the physical and environmental condition of the Premises, the character, quality, value and general utility of the Premises, the zoning, land use, environmental and building requirements and restrictions applicable to the Premises, the state of title to the Premises, the ability to obtain ingress and egress to and from the Premises through property owned by the City of Fresno at the northern terminus of Palm Avenue, and any other factors or matters relevant to Optionee's decision to purchase the Premises. Among other things, it is Optionee's intention to develop a parking lot for the public to access the recreational opportunities available from the Premises along the San Joaquin River during daylight hours. Optionee will be evaluating the possibility and associated costs and benefits of obtaining all permits, licenses, variances, and approvals pertaining to the Premises, the development and construction of a road down the bluff as depicted on Exhibit "D" hereto, and the proposed use of the Premises (collectively "Permits") which, in the sole judgment of Optionee are necessary.

(i) Optionee, in Optionee's sole and absolute discretion, may determine whether or not the Premises are acceptable to Optionee during the Option Term. Optionee shall provide Optionor with at least two (2) business days' prior written notice of its desire to enter upon the Premises for inspection and/or testing and any such inspections or testing

shall be conducted at a time and manner reasonably approved by Optionor. Prior to conducting any testing, Optionee or its testing consultants, shall deliver to Optionor a certificate of insurance naming Optionor as additional insured (on a primary, non-contributing basis) evidencing commercial general liability and Premises damage insurance with limits of not less than Two Million Dollars (\$2,000,000) in the aggregate for liability coverage and not less than One Million Dollars (\$1,000,000) in the aggregate for Premises damage.

(ii) Notwithstanding the foregoing, Optionee shall not be permitted to undertake any air sampling or any intrusive or destructive testing of the Premises, including, without limitation, a "Phase II" environmental assessment (collectively, the "Intrusive Tests"), without in each instance first obtaining Optionor's prior written consent thereto (and all such requests for consent shall be accompanied by a detailed proposal containing the scope and methodology of the proposed Intrusive Tests), which consent shall not be unreasonably withheld; provided, however, that Optionor shall have the right to object to the scope or methodology of the proposed Invasive Testing to the extent the same is determined by Optionor's independent environmental consultant to be commercially unorthodox, excessive or unreasonable given the facts and circumstances.

(iii) Optionee hereby agrees to indemnify and hold Optionor (and Optionor's agents, officers, shareholders, members, managers, employees, successors and assigns) and the Premises harmless from any and all costs, loss, damages or expenses of any kind or nature arising out of or resulting from any entry and/or activities upon the Premises by Optionee and/or Optionee's consultants; provided, however, such indemnification obligation shall not be applicable to Optionee's mere discovery of any adverse physical condition at the Premises, except to the extent Optionee or its consultants aggravate such condition. Optionee's indemnification obligations under this section shall survive the Close of Escrow or any termination of this Agreement.

(c) Termination of Agreement. If Optionee determines that the Premises are not suitable for its purposes, for any reason, Optionee may terminate this Agreement by providing written notice to Optionor of such determination together with copies of all documents obtained by Optionee that pertain to the Premises, including any environmental reports.

5. Exercise of Option. Subject to satisfaction of the conditions provided below, the Option may be exercised at any time during the Option Term by (a) providing written notice of such exercise to Optionor stating that Optionee is electing to purchase the Premises ("**Option Exercise Notice**"), and by providing the anticipated date or range of dates on which Optionee desires to close on the purchase of the Premises (the "**Closing**"). In addition, Optionee shall give Optionor at least ten (10) business days advance written notice of the actual closing date established by Optionee for the Closing (the "**Closing Date**").

6. Purchase Price for Premises; Deed.

(a) Optionee shall purchase the Premises at a purchase price (the "**Purchase Price**") of One Hundred and 00/100 Dollars (\$100.00 USD). The Parties acknowledge that the fair market value of the Premises far exceeds the Purchase Price and that Optionor would not grant this option nor would it sell the Premises at the Purchase Price but for the fact that

Optionor will qualify for an income tax deduction by reason of Optionee's status as a tax exempt organization under Internal Revenue Code § 501(c)(3).

(b) At the Closing, the Property shall be conveyed to Optionee by Grant Deed, conveying good and clear record, insurable and marketable fee simple title that is free of all liens and encumbrances other than the Permitted Encumbrances (the "**Deed**").

7. Costs and Prorations. Real estate taxes and assessments shall be prorated through the Closing Date. Optionor shall pay: (i) the cost of releasing any liens or encumbrances affecting the Property other than the Permitted Encumbrances; (ii) documentary transfer taxes; (iii) one-half of the costs of escrow; (iv) Optionor's attorneys' fees, if any; and (v) all other costs and expenses incurred by or at the insistence of Optionor in connection with the transaction contemplated hereby. Optionee shall pay: (A) the costs of recording the Deed, (B) the cost of any policy of title insurance desired by Optionee; (C) one-half of the costs of escrow; (D) Optionee's attorneys' fees, if any; and (E) all other costs and expenses incurred by or at the insistence of Optionee in connection with the transaction contemplated hereby. All other closing costs not covered above shall be allocated in accordance with the then prevailing, customary conveyancing allocations in Fresno County, California for commercial Premises sale transactions.

8. Optionor's Deposits into Escrow. Prior to the Closing Date, Optionor shall deposit:

(a) The Deed, duly executed and in recordable form, conveying the Premises to Optionee.

(b) An affidavit meeting the requirements of Internal Revenue Code Section 1445(b)(2), certifying that Optionor is not a "foreign person" within the meaning of Internal Revenue Code Section 1445(f)(3).

(c) A California Withholding Exemption Certificate (Form 593-C), or its equivalent, indicating that no withholding of any portion of the Purchase Price at the Closing is required.

(d) To the extent not adequately satisfied by the Purchase Price, any necessary additional funds representing Escrow Holder's estimate of Optionor's share of the closing costs, prorations and other charges payable pursuant to this Agreement, together with any additional amounts required to clear all liens against the Premises other than the Permitted Encumbrances.

9. Optionee's Deposits into Escrow. At least one (1) day prior to the Closing Date, Optionee shall deposit into Escrow:

(a) The Purchase Price together with Escrow Holder's estimate of Optionee's share of the closing costs, prorations and other charges payable pursuant to this Agreement; and

(b) An Easement Deed in substantially the form attached hereto as Exhibit "E".

10. Conditions to Closing.

(a) Conditions to Optionee's Obligation to Close. For the benefit of Optionee, Closing shall be conditioned upon the occurrence and/or satisfaction of each of the following conditions (or Optionee's waiver thereof, it being agreed that Optionee may waive any or all of such conditions):

(i) Each of the representations and warranties of the Optionor set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date as if made on and as of the Closing Date.

(ii) Optionee shall have received from the City of Fresno a written commitment to grant an easement to Optionee for public ingress and egress to the Premises across city property from Palm Avenue roughly as depicted on Exhibit "D" hereto.

(iii) Optionor shall have:

(1) Performed all of the obligations required to be performed by it under this Agreement.

(2) Timely deposited into the escrow all documents and any funds from Optionor required by this Agreement.

(3) Title Company shall be irrevocably committed to issue the Title Policy.

(b) Conditions to Optionor's Obligations. For the benefit of Optionor, Closing shall be conditioned upon the occurrence and/or satisfaction of each of the following conditions (or Optionor's waiver thereof, it being agreed that Optionor may waive any or all of such conditions):

(i) The representations and warranties of the Optionee set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date as if made on and as of the Closing Date. The Optionee shall have performed and complied with all of its covenants and agreements set forth in this Agreement which are required to be performed or complied with on or prior to the Closing Date.

(ii) All documents and funds required to be delivered by Optionor at or prior to the Closing shall have been delivered to the Escrow Holder.

(iii) Optionee shall be recognized as an exempt organization by both the Internal Revenue Service and the California Franchise Tax Board under Internal Revenue Code § 501(c)(3) and California Revenue and Taxation Code § 25701d, respectively, and the regulations thereunder.

11. Optionor's Representations and Warranties. Optionor represents and warrants to Optionee as follows:

(a) Authority. The execution and delivery of this Agreement has been duly authorized and approved by all necessary company or other actions of the Optionor. This Agreement has been duly executed and delivered by the Optionor and is the legal, valid and binding obligation of the Optionor, enforceable against the Optionor in accordance with its terms, except as such enforcement may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or (b) by general equitable principles.

(b) No Conflict. The execution, delivery and performance of this Agreement by the Optionor and the consummation of the transaction contemplated herein does not and will not (with or without notice or lapse of time) conflict with, violate, result in the termination of, or constitute a default under: (a) the Optionor's organizational documents, (b) to the best of Optionor's Knowledge, any law, rule, or court order applicable to the Optionor, or (c) to the best of Optionor's Knowledge, any other agreement or arrangement to which the Optionor is a party or by which the Optionor's property is bound.

(c) Title. To the best of Optionor's Knowledge, Optionor possesses, or will possess as of the Closing Date, good and marketable title to the Premises, free and clear of all Liens other than the Permitted Encumbrances. This representation and warranty shall be deemed satisfied upon issuance of the Title Policy to Optionee as provided in this Agreement.

(d) Legal Matters. No Proceeding pending or threatened as of the date of this Agreement (of which the Optionor has Knowledge) against or affecting the Optionor or the Premises, have had, or would have if resolved adversely to the Optionor or the Premises, individually or in the aggregate, a Material Adverse Effect. To the best of Optionor's Knowledge, there are no judgments, orders, decrees or awards before any court, department, commission, board, instrumentality or arbitrator which bind or affect the Optionor or the Premises.

(e) No Bankruptcy. No insolvency proceedings of any character initiated by or against the Optionor, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting the Optionor or the Premises, are pending or, to the Knowledge of the Optionor are threatened, and the Optionor has not made any assignment for the benefit of creditors, or taken any other action with a view to, or that would constitute the basis for, the institution of such insolvency proceedings.

(f) Seismic Hazards.

(i) Some or all of the Premises may be situated in a Seismic Hazard Zone as designated under the Seismic Hazards Mapping Act (California Public Resources Code Sections 2690-2699.6). Optionee and Optionor agree that the Optionee has been notified by Optionor that the Premises is, or may be, within a Seismic Hazard Zone for all purposes related to this Agreement.

(ii) The Premises may be situated in an Earthquake Fault Zone under the Alquist-Priolo Earthquake Fault Zoning Act (California Public Resources Code Sections 2621-2630) and the construction or development on the Premises of any structure for human occupancy may be subject to the findings of a geologic report prepared by a geologist registered

in California, unless such report is waived by the City or County in which such Premises is situated under the terms of said Act.

(g) Environmental Hazards. The Premises was used as a land fill by prior owners, but to the best of Optionor's Knowledge, the materials disposed of were green waste and debris from the demolition of streets and other concrete structures.

(h) Brokers and Finders. Except as provided in this Agreement, the Optionor has not incurred any Liability to any broker, finder or agent for any fees, commissions or similar compensation with respect to the transactions contemplated by this Agreement.

(i) Survival of Representations and Warranties. The representations, warranties and agreements of the Optionor set forth in this Agreement are made as of the date of this Agreement and shall be true, correct, complete and accurate in all material respects on and as of the Closing Date and at all times between the date of this Agreement and the Closing Date.

12. Optionee's Representations and Warranties. Optionee represents and warrants to Optionor that:

(a) Organization and Good Standing. The Optionee is a California nonprofit mutual benefit corporation duly organized, validly existing and in good standing under the laws of the State of California, and has full power and authority to purchase and own the Premises and that it will be recognized as an exempt organization by both the Internal Revenue Service and the California Franchise Tax Board under Internal Revenue Code § 501(c)(3) and California Revenue and Taxation Code § 25701d, respectively, and the regulations thereunder prior to the Closing.

(b) Due Authorization. The execution and delivery of this Agreement, and the consummation of the transactions contemplated herein, have been duly authorized by all necessary actions. This Agreement has been duly executed by the Optionee and is a legal, valid and binding obligation of the Optionee, enforceable against the Optionee in accordance with its terms, except as such enforcement may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors, or (b) by general equitable principles.

(c) No Conflict. The execution, delivery and performance of this Agreement and the Purchase Documents by the Optionee and the consummation of the transaction contemplated herein does not and will not (with or without notice or lapse of time) conflict with, violate, result in the termination of, or constitute a default under: (a) any law, rule, or court order applicable to the Optionee, or (b) any other agreement or arrangement to which the Optionee is a party or by which the property is bound.

(d) No Brokers or Finders. The Optionee has not incurred any liability to any broker, finder or agent for any fees, commissions or similar compensation with respect to the transactions contemplated by this Agreement. Optionee is not represented by a broker in connection with the transactions contemplated herein.

(e) Survival of Representations and Warranties. The representations, warranties and agreements of the Optionee set forth in this Agreement are made as of the date of this Agreement and shall be true, correct, complete and accurate in all material respects on and as of the Closing Date and at all times between the date of this Agreement and the Closing Date. The representations and warranties of the Optionee set forth in this Agreement and the Purchase Documents shall survive the Closing.

13. "As Is" Transaction; Representations and Warranties. EXCEPT AS OTHERWISE MAY BE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, OPTIONEE SHALL TAKE TITLE TO THE PREMISES IN AN "AS IS WITH ALL FAULTS" CONDITION, PHYSICAL OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PREMISES. OPTIONOR HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER. IT IS EXPRESSLY UNDERSTOOD THAT OPTIONOR IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES, EXCEPT AS MAY BE SPECIFICALLY PROVIDED IN THIS AGREEMENT, WITH REGARD TO THE CONDITION, PHYSICAL OR OTHERWISE, OF THE PREMISES OR ANY PORTION THEREOF. SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, OPTIONOR IS NOT MAKING ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OTHER THAN ANY REPRESENTATIONS AND WARRANTIES OF OPTIONOR WHICH ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, OPTIONOR'S COVENANTS, REPRESENTATIONS, WARRANTIES OR LEGALLY REQUIRED DISCLOSURES, IF ANY, SHALL ONLY BE AS TO THE ACTUAL KNOWLEDGE OF STANLEY L. SPANO.

BY ACCEPTING TITLE TO THE PREMISES, OPTIONEE RELEASES THE OPTIONOR AND OPTIONOR'S MANAGERS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM ANY AND ALL CLAIMS OR LOSSES (INCLUDING REASONABLE ATTORNEYS' FEES) BY OPTIONEE RELATED IN ANY MANNER TO THE PREMISES WHICH ARISE FROM OR RELATE TO, IN ANY WAY, THE ENVIRONMENTAL CONDITION OF THE PREMISES WHETHER OR NOT ATTRIBUTABLE TO OPTIONOR OR OPTIONOR'S MANAGERS', OFFICERS', EMPLOYEES', AGENTS' OR AFFILIATES' FORMER OPERATIONS ON THE PREMISES OR ANY ADJACENT PROPERTY; AND SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, CONSTRUCTION DELAYS, LOSS OF BUSINESS, DIMINUTION IN THE VALUE OF THE PREMISES OR ANY ADJACENT PROPERTY, OR LOSS OF GOODWILL BY OPTIONEE. OPTIONEE RECOGNIZES THAT THERE IS A RISK THAT, AFTER CLOSING, OPTIONEE MAY SUFFER A LOSS OR CLAIM WHICH IS IN SOME WAY CAUSED BY THE MATTERS WHICH ARE THE SUBJECT OF THIS RELEASE AND OPTIONEE AGREES THAT IT ASSUMES THIS RISK AND THAT THIS RELEASE SHALL APPLY TO ANY AND ALL SUCH UNKNOWN OR UNANTICIPATED LOSSES OR CLAIMS OF ANY TYPE WHATSOEVER. IN THE EVENT THIS RELEASE IS JUDICIALLY DETERMINED TO EXCEED THAT PERMITTED BY APPLICABLE LAW, THEN THE RELEASE SHALL BE CONSTRUED SO AS TO PRESERVE THE MAXIMUM RELEASE PERMITTED THEREBY.

OPTIONEE SPECIFICALLY ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND KNOWINGLY WAIVES ANY RIGHTS IF MAY HAVE PURSUANT TO THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH STATES:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Optionee's Initials: BB

14. Closing. Closing of the transaction contemplated under this Agreement shall take place at the offices of Escrow Holder on or before December 31, 2018. Closing shall be effective at 12:01 a.m. local time on the Closing Date. At the Closing, Escrow Holder shall or be prepared to:

(a) Record all reasonable documents and pay all costs and expenses necessary to place the Premises in the proper condition of title. Escrow Holder is authorized to obtain beneficiary statements and/or other demands for this purpose. Escrow Holder may only pay third party demands which have been approved in writing by Optionor;

(b) Date and record the Deed in the Official Records of Fresno County, California, with instructions to the recorder to mail the same to Optionee following recording;

(c) Date and record the Easement Deed in the Official Records of Fresno County, California, with instructions to the recorder to mail the same to Optionor following recording;

(d) Issue the Title Policy to Optionee;

(e) Deduct all items chargeable to the account of Optionor pursuant to this Agreement;

(f) Disburse the expenses payable by Optionor and Optionee pursuant to this Agreement to the parties entitled thereto;

(g) Disburse the balance of the applicable Purchase Price (net of Optionor's share of costs and prorations) to Optionor;

(h) Disburse the remaining balance of the funds, if any, to Optionor and Optionee in accordance with the closing statements approved by the Parties in writing; and

(i) Deliver to Optionor and Optionee, respectively, Escrow Holder's closing statement and any other documents appropriate for delivery out of escrow.

15. Possession. At the Closing, Optionor shall deliver possession of the Premises to Optionee free of tenants or other occupants.

16. Default. If Optionor shall default under its obligations under this Option Agreement, and such default shall continue for thirty (30) days after written notice from Optionor, Optionee shall be entitled to elect one of the following remedies, in its discretion:

(a) enforce specific performance of Optionor's obligations under this Agreement; or

(b) terminate this Agreement by giving a notice of the same to Optionor.

17. Miscellaneous.

(a) Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties hereto with respect to the transactions described herein, and nothing which alters, modifies, limits or adds to the terms or conditions of this Agreement shall have any force or effect unless it is in writing and executed by Optionor and Optionee. This Agreement may only be amended by a writing signed all parties. This Agreement supersedes and replaces in its entirety the November 14, 2017, Option Agreement between Optionor and Optionee.

(b) Time of Essence. Time is of the essence in this Option Agreement. If the Option is not exercised in the manner provided herein before the expiration of the Option Term, Optionee shall have no interest whatsoever in the Premises and the Option may not be revived by any subsequent payment or further action by Optionee.

(c) Notices. All notices, demands, requests and exercises under this Option Agreement by either party shall be hand delivered or sent by United States Mail registered or certified, postage prepaid, or by Federal Express, addressed to the other party as follows:

	with a copy to:
SOB Enterprises, LLC c/o Stanly L. Spano 7545 North Del Mar, Suite 206 Fresno, CA 93711	Gilmore Magness Janisse Marcus D. Magness 7789 N. Ingram Avenue, Suite 105 Fresno, CA 93711
San Joaquin River Access Corporation 265 E. River Park Circle, Suite 310 Fresno, CA 93720	Wanger Jones Helsley PC Attn: John Kinsey, Esq. 265 E. River Park Circle, Suite 310 Fresno, CA 93720

Any notice of change of address shall be delivered by written notice in the manner set forth above.

(d) Assignment. Optionee may not assign this Agreement or any rights granted hereunder, including the option. In the event an attempted assignment is made, in violation of this provision, then Optionee's rights under this Option Agreement will automatically terminate without notice.

(e) Memorandum of Option. Following execution of this Option Agreement, either party may cause to be recorded with the Fresno County Recorder a memorandum of option, in the form attached hereto as Exhibit "F". If either party shall record a memorandum of option, then in the event that this Agreement is terminated or the option granted herein is not exercised, then Optionee shall deliver to a Quitclaim Deed to the Premises to Optionor, duly executed and in recordable form within five (5) calendar days of demand therefor.

(f) Successors. To the extent assignable, this Option Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, executors, successors and permitted assignees of the parties (i.e., this section does not alter the restrictions on assignment set forth in Section 17(d) above.

(g) Waiver. No waiver of any breach of a provision of this Option Agreement shall be deemed a waiver of any other provision. No waiver shall be valid unless in writing and executed by the waiving party.

(h) Attorney's Fees. In any action or proceeding arising out of or related to this Option Agreement or the transactions contemplated herein, the "prevailing party" shall be entitled to reimbursement of its reasonable costs and expenses, including fees or attorneys and experts. This Section extends to arbitration and other so-called "alternative dispute resolution" proceedings, as well as bankruptcy proceedings (including efforts to obtain relief from stay). "prevailing Party" includes (i) a party who dismisses an action in exchange for sums allegedly due; (ii) a party who receives performance from the other party for an alleged breach of covenant or who receives a desired remedy that is substantially equal to the relief sought in an action; or (iii) a party determined to be the prevailing party by a court of arbitrator.

(i) Construction. Headings at the beginning of each section are solely for the convenience of the reader and shall not be utilized to interpret the terms of this Option Agreement. The singular form shall include plural, and vice versa. This Option Agreement shall be construed as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Option Agreement.

(j) Further Assurances & Cooperation. Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurances, approvals, consents, and any further instruments and documents as may be necessary, expedient, or proper in order to complete any conveyances, transfers, sales and agreements contemplated by this Option Agreement, and to do any other acts and to execute, acknowledge, and deliver any documents as so requested in order to carry out the intent and purpose of this Option Agreement. The parties agree to cooperate with the other in all respects pertinent to this Option Agreement and the contemplated purchase of the Premises.

(k) No Third Party Rights. Nothing in this Option Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies under this Option Agreement.

(l) Counterparts. This Option Agreement may be executed in any number of counterparts (whether facsimile, portable data format (PDF) or original), each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. It shall not be necessary in making proof of this Option Agreement to produce or account for more than one such counterpart.

(m) Partial Invalidity. Any provision of this Option Agreement that is determined to be unenforceable or invalid or the inclusion of which would adversely affect the validity, legality or enforcement of this Option Agreement shall be of no effect, but all the remaining provisions of this Option Agreement shall remain in full effect.

(n) Governing Law. The validity, meaning and effect of this Option Agreement shall be determined in accordance with California law.

IN WITNESS WHEREOF, the parties have executed this Option Agreement as of the date first above set forth:

OPTIONOR

SOB ENTERPRISES, LLC,
a California limited liability company


By: Stanley L. Spano
Its: Manager

OPTIONEE

**SAN JOAQUIN RIVER ACCESS
CORPORATION,**
a California mutual benefit corporation


By: Barry Bauer
Its: President

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY FRESNO COUNTY APN: 405-340-17s

Those portions of Section 32, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the United States Government Township Plat thereof, described as follows:

A portion of the that particular parcel of land described in the Deed recorded April 7, 1961 in Book 4537 of Deeds at Page 419 as Document No. 26594, Official Records of Fresno County, described as follows:

Those portions of Lots 3 and 4 in said Section 32 lying North and West of a line intersecting the North line of said Section 32 at a point 1811 feet West of the Northeast corner of said Section and running;

Thence, South 35° 30' West along the center line of the upper San Joaquin Canal 316 feet;

Thence, continuing along said center line the following courses and distances:

South 62° 20' West 130 feet;

South 31° 23' West 165 feet;

South 74° 28' West 540 feet;

South 72° 47' West 600 feet;

South 67° 39' West 400 feet;

Thence, leaving said center line North 80° 20' West 232 feet to the Southerly bank of the San Joaquin River.

TOGETHER WITH, a portion of the that particular parcel of land described in the Deed recorded December 13, 1963 in Book 4939 of Deeds at Page 612 as Document No. 97923, Official Records of Fresno County, described as follows:

That portion of said Section 32 which lies within Fresno County, and Northerly and Westerly of Government Lots 3 and 4 of said Section 32, and being a portion of the Pappas Lands as shown and delineated upon a Map of Re-Survey recorded March 28, 1957 in Book 19, Pages 65 and 66 of Record of Surveys, Fresno County Records.

EXCEPTING THEREFROM, that portion thereof lying within that particular parcel of land described in the Quitclaim Deed recorded August 25, 2003 as Document No. 2003-0198514, Official Records of Fresno County.

ALSO EXCEPTING THEREFROM, that portion thereof lying within that particular parcel of land described in the Deed recorded December 29, 2004 as Document No. 2004-0290195, Official Records of Fresno County, described as follows:

BEGINNING, at a point on the Low Water Line of the San Joaquin River as said line is shown on sheet 11 of 27 of the Administrative Map of the San Joaquin River dated April 1992, on file in the offices of the California State Lands Commission, said point having California Coordinates of North=2194589.291 feet and East=6324865.168 feet, said point also bears North 80°28'42" West, a distance of 2235.01 feet from the Southwest corner of Section 28, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, as said corner is shown on Parcel Map No. 79-16 recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records;

Thence, along said Low Water Line South 00°58'20" East, a distance of 31.70 feet;

Thence, South 31°58'00" West, a distance of 91.56 feet;

Thence, South 09°46'47" West, a distance of 47.28 feet;

Thence, South 58°36'35" West, a distance of 32.14 feet;

Thence, North 73°02'04" West, a distance of 47.85 feet;

Thence, South 56°11'28" West, a distance of 117.36 feet;

Thence, South 64°04'54" West, a distance of 86.37 feet;

Thence, South 45°03'23" West, a distance of 121.50 feet;

Thence, South 48°13'54" West, a distance of 74.37 feet;

Thence, South 43°26'27" West, a distance of 84.06 feet;

Thence, North 81°11'43" West, a distance of 89.33 feet;

Thence, South 62°03'47" West, a distance of 43.26 feet;

Thence, South 27°55'12" West, a distance of 58.91 feet;

Thence, South 24°34'30" West, a distance of 26.82 feet;

Thence, leaving said Low Water Line North 68°42'37" West, a distance of 93.80 feet; thence, North 62°42'16" East, a distance of 147.86 feet;

Thence, North 62°42'16" East, a distance of 70.17 feet;

Thence, North 56°33'21" East, a distance of 183.15 feet;

Thence, North 55°22'08" East, a distance of 156.04 feet;

Thence, North 51°39'53" East, a distance of 135.95 feet;

Thence, North 52°56'57" East, a distance of 138.32 feet;
Thence, North 50°25'32" East, a distance of 41.94 feet to the POINT OF BEGINNING.

Coordinates, bearings and distances used in the above description are based on the California Coordinate System, Zone 4, (NAD 83).

ALSO EXCEPTING THERFROM, that portion thereof lying within the following described property:

BEGINNING, at the most Westerly corner of Parcel C of Parcel Map No. 79-16, according to the map thereof recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records;

Thence, South 35°29'29" West, along the centerline of the Old Upper San Joaquin Canal, a distance of 315.81 feet;

Thence, South 62°20'24" West, continuing along the centerline of the Old Upper San Joaquin Canal, a distance of 129.93 feet;

Thence, South 31°22'20" West, continuing along the centerline of the Old Upper San Joaquin Canal, a distance of 6.89 feet;

Thence, South 74°28'44" West, leaving said centerline, a distance of 30.57 feet;

Thence, South 86°55'25" West, a distance of 113.20 feet;

Thence, North 82°08'23" West, a distance of 101.98 feet;

Thence, North 78°37'18" West, a distance of 84.74 feet;

Thence, North 66°54'12" West, a distance of 98.57 feet;

Thence, North 68°49'05" West, a distance of 185.96 feet;

Thence, North 68°00'00" West, a distance of 66.64 feet;

Thence, North 47°04'29" West, a distance of 47.67 feet;

Thence, North 08°10'03" East, a distance of 24.17 feet;

Thence, North 23°46'34" East, a distance of 37.52 feet;

Thence, North 62°11'47" East, a distance of 64.63 feet;

Thence, North 56°02'52" East, a distance of 184.31 feet;

Thence, North 54°51'39" East, a distance of 156.80 feet;

Thence, North 51°09'24" East, a distance of 136.33 feet;

Thence, North 52°26'28" East, a distance of 138.52 feet;

Thence, North 49°55'03" East, a distance of 69.49 feet;

Thence, North 50°20'08" East, a distance of 54.80 feet;

Thence, North 50°56'05" East, a distance of 94.74 feet;

Thence, North 51°09'37" East, a distance of 84.33 feet;

Thence, North 55°10'29" East, a distance of 88.31 feet;

Thence, North 65°43'30" East, a distance of 98.73 feet;

Thence, South 20°47'33" East, a distance of 19.66 feet;

Thence, North 70°55'04" East, a distance of 42.49 feet;

Thence, North 82°40'57" East, a distance of 109.72 feet;

Thence, North 89°48'34" East, a distance of 65.27 feet;

Thence, South 83°27'54" East, a distance of 191.39 feet;

Thence, North 88°05'08" East, a distance of 4.46 feet;

Thence, South 33°47'56" East, a distance of 132.89 feet to a point on the Northwestern line of said Parcel C, said Northwestern line also being the said centerline of the Old Upper San Joaquin Canal;

Thence, along said Northwestern line, along said centerline, the following courses:

South 51°26'28" West, a distance of 289.27 feet;

Thence, South 35°38'47" West, a distance of 288.20 feet;

Thence, South 50°52'50" West, a distance of 112.06 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, an undivided one-half interest in and to all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, as reserved in the Deed from Lesley R. Holland and Hazel B. Taber Sharnhart to Emma L. Pappas, recorded December 5, 1957 in Book 4000, Page 94 of Official Records, Document No. 79259.

EXHIBIT "B"

LEGAL DESCRIPTION OF PROPERTY FRESNO COUNTY APN: 405-340-19s

Those portions of Section 32, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the United States Government Township Plat thereof, described as follows:

A portion of the that particular parcel of land described in the Deed recorded April 7, 1961 in Book 4537 of Deeds at Page 419 as Document No. 26594, Official Records of Fresno County, described as follows:

Those portions of Lots 3 and 4 in said Section 32 lying North and West of a line intersecting the North line of said Section 32 at a point 1811 feet West of the Northeast corner of said Section and running;

Thence, South 35° 30' West along the center line of the upper San Joaquin Canal 316, feet;

Thence, continuing along said center line the following courses and distances:

South 62° 20' West 130 feet;

South 31° 23' West 165 feet;

South 74° 29' West 540 feet;

South 72° 47' West 600 feet;

South 67° 39' West 400 feet;

Thence, leaving said center line North 80° 20' West 232 feet to the Southerly bank of the San Joaquin River.

TOGETHER WITH, a portion of the that particular parcel of land described in the Deed recorded December 13, 1963 in Book 4939 of Deeds at Page 612 as Document No. 97923, Official Records of Fresno County, described as follows:

That portion of said Section 32 which lies within Fresno County, and Northerly and Westerly of Government Lots 3 and 4 of said Section 32, and being a portion of the Pappas Lands as shown and delineated upon a Map of Re-Survey recorded March 28, 1957 in Book 19, Pages 65 and 66 of Record of Surveys, Fresno County Records.

EXCEPTING THEREFROM, that portion thereof lying within that particular parcel of land described in the Quitclaim Deed recorded August 25, 2003 as Document No. 2003-0198514, Official Records of Fresno County.

ALSO EXCEPTING THEREFROM, that portion thereof lying within that particular parcel of land described in the Deed recorded December 29, 2004 as Document No. 2004-0290195, Official Records of Fresno County, described as follows:

BEGINNING, at a point on the Low Water Line of the San Joaquin River as said line is shown on sheet 11 of 27 of the Administrative Map of the San Joaquin River dated April 1992, on file in the offices of the California State Lands Commission, said point having California Coordinates of North=2194589.291 feet and East=6324885.168 feet, said point also bears North 80°28'42" West, a distance of 2235.01 feet from the Southwest corner of Section 28, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, as said corner is shown on Parcel Map No. 78-16 recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records;

Thence, along said Low Water Line South 00°58'20" East, a distance of 31.70 feet;

Thence, South 31°58'00" West, a distance of 91.56 feet;

Thence, South 09°46'47" West, a distance of 47.28 feet;

Thence, South 58°36'35" West, a distance of 32.14 feet;

Thence, North 73°02'04" West, a distance of 47.85 feet;

Thence, South 56°11'28" West, a distance of 117.36 feet;

Thence, South 64°04'54" West, a distance of 66.37 feet;

Thence, South 45°03'23" West, a distance of 121.50 feet;

Thence, South 48°13'54" West, a distance of 74.37 feet;

Thence, South 43°26'27" West, a distance of 64.06 feet;

Thence, North 81°11'43" West, a distance of 89.33 feet;

Thence, South 62°03'47" West, a distance of 43.26 feet;

Thence, South 27°55'12" West, a distance of 58.91 feet;

Thence, South 24°34'30" West, a distance of 26.82 feet;

Thence, leaving said Low Water Line North 68°42'37" West, a distance of 93.80 feet; thence, North 62°42'16" East, a distance of 147.86 feet;

Thence, North 62°42'16" East, a distance of 70.17 feet;

Thence, North 56°33'21" East, a distance of 183.15 feet;

Thence, North 55°22'08" East, a distance of 156.04 feet;

Thence, North 51°39'53" East, a distance of 135.95 feet;

Thence, North 52°56'57" East, a distance of 138.32 feet;
Thence, North 50°25'32" East, a distance of 41.94 feet to the POINT OF BEGINNING.

Coordinates, bearings and distances used in the above description are based on the California Coordinate System, Zone 4, (NAD 83).

ALSO EXCEPTING THERFROM, that portion thereof lying within the following described property:

BEGINNING, at the most Westerly corner of Parcel C of Parcel Map No. 79-16, according to the map thereof recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records;

Thence, South 35°29'29" West, along the centerline of the Old Upper San Joaquin Canal, a distance of 315.81 feet;

Thence, South 62°20'24" West, continuing along the centerline of the Old Upper San Joaquin Canal, a distance of 129.93 feet;

Thence, South 31°22'20" West, continuing along the centerline of the Old Upper San Joaquin Canal, a distance of 6.89 feet;

Thence, South 74°28'44" West, leaving said centerline, a distance of 30.57 feet;

Thence, South 86°55'25" West, a distance of 113.20 feet;

Thence, North 82°09'23" West, a distance of 101.98 feet;

Thence, North 78°37'18" West, a distance of 84.74 feet;

Thence, North 66°54'12" West, a distance of 98.57 feet;

Thence, North 68°49'05" West, a distance of 185.96 feet;

Thence, North 68°00'00" West, a distance of 66.64 feet;

Thence, North 47°04'29" West, a distance of 47.87 feet;

Thence, North 06°10'03" East, a distance of 24.17 feet;

Thence, North 23°46'34" East, a distance of 37.52 feet;

Thence, North 62°11'47" East, a distance of 64.63 feet;

Thence, North 56°02'52" East, a distance of 184.31 feet;

Thence, North 54°51'39" East, a distance of 156.80 feet;

Thence, North 51°09'24" East, a distance of 136.33 feet;

Thence, North 52°26'28" East, a distance of 138.52 feet;

Thence, North 49°55'03" East, a distance of 69.49 feet;

Thence, North 50°20'08" East, a distance of 54.80 feet;

Thence, North 50°56'05" East, a distance of 94.74 feet;

Thence, North 51°09'37" East, a distance of 84.33 feet;

Thence, North 55°10'29" East, a distance of 88.31 feet;

Thence, North 65°43'30" East, a distance of 98.73 feet;

Thence, South 20°47'33" East, a distance of 19.66 feet;

Thence, North 70°55'04" East, a distance of 42.49 feet;

Thence, North 82°40'57" East, a distance of 109.72 feet;

Thence, North 89°48'34" East, a distance of 65.27 feet;

Thence, South 83°27'54" East, a distance of 191.39 feet;

Thence, North 88°05'08" East, a distance of 4.46 feet;

Thence, South 33°47'56" East, a distance of 132.89 feet to a point on the Northwesternly line of said Parcel C, said

Northwesternly line also being the said centerline of the Old Upper San Joaquin Canal;

Thence, along said Northwesternly line, along said centerline, the following courses:

South 51°26'28" West, a distance of 289.27 feet;

Thence, South 35°38'47" West, a distance of 268.20 feet;

Thence, South 50°52'50" West, a distance of 112.06 feet to the POINT OF BEGINNING.

South 51°26'28" West, a distance of 289.27 feet;

Thence, South 35°38'47" West, a distance of 268.20 feet;

Thence, South 50°52'50" West, a distance of 112.06 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, an undivided one-half interest in and to all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, as reserved in the Deed from Lesley R. Holland and Hazel B. Taber Sharnhart to Emma L. Pappas, recorded December 5, 1957 in Book 4000, Page 94 of Official Records, Document No. 79259.

EXHIBIT "C"

**LEGAL DESCRIPTION OF PROPERTY
Lot Line Adjustment No. 2009-16, Parcel A**

[TO BE ATTACHED]

EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 2009-16
ADJUSTED PARCELS
LEGAL DESCRIPTION

ADJUSTED PARCEL "A"

Parcel A of Lot Line Adjustment No. 2009-16, as Document Number _____, of Official Records of Fresno County, and more particularly described as follows:

That portion of Section 29, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the United States Government Township Plat, described as follows:

BEGINNING at the most Westerly corner of Parcel C of Parcel Map No. 79-16, according to the map thereof recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records; thence North 50°52'50" East, along the centerline of the Old Upper San Joaquin Canal, a distance of 112.06 feet; thence North 35°38'48" East, continuing along the centerline of the Old Upper San Joaquin Canal, a distance of 268.20 feet; thence North 51°26'28" East, continuing along the centerline of the Old Upper San Joaquin Canal, a distance of 289.27 feet; thence North 33°47'56" West, leaving said centerline, a distance of 146.60 feet to the **TRUE POINT OF BEGINNING**;

Thence North 81°19'52" West, a distance of 185.16 feet; thence North 71°28'39" West, a distance of 99.45 feet; thence South 72°56'38" West, a distance of 144.67 feet; thence South 65°38'42" West, a distance of 100.40 feet; thence South 55°10'29" West, a distance of 90.61 feet; thence South 51°09'37" West, a distance of 84.99 feet; South 50°56'05" West, a distance of 94.87 feet; thence South 50°20'08" West, a distance of 54.96 feet; thence South 49°55'03" West, a distance of 24.33 feet to a point on the Low Water Line of the San Joaquin River as described in the Quitclaim Deed per Document No. 2004-0290195 recorded December 29, 2004, Official Records of Fresno County; thence Northerly, along said Low Water Line, the following courses:

North 01°26'15" West, a distance of 12.66 feet; thence North 01°52'59" West, a distance of 60.32 feet; thence North 27°57'31" East, a distance of 54.59 feet; thence North 04°27'18" East, a distance of 81.30 feet; thence North 49°42'37" East, a distance of 70.29 feet; thence North 32°58'52" East, a distance of 70.72 feet; thence North 29°10'30" East, a distance of 82.86 feet; thence North 17°21'37" West, a distance of 93.01 feet; thence North 02°01'57" West, a distance of 111.04 feet; thence North 07°33'53" East, a distance of 99.98 feet; thence North 24°57'07" East, a distance of 90.80 feet; thence North 24°47'20" West, a distance of 159.93 feet; thence North 90°00'00" East, leaving said Low Water line, a distance of 244.57 feet; thence South 53°14'55" East, a distance of 569.64 feet to a point on the Northwesterly line of that certain

parcel of land granted to Fresno Metropolitan Flood Control District per Document No. 2003-0198506 recorded August 25, 2003, Official Records of Fresno County; thence Southerly, along the Northwesterly, Westerly and Southwesterly lines of said parcel of land granted to Fresno Metropolitan Flood Control District per Document No. 2003-0198506, the following courses:



EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 2009-16
ADJUSTED PARCELS
LEGAL DESCRIPTION

ADJUSTED PARCEL "A (CONTINUED)

South 53°33'03" West, a distance of 7.56 feet; thence South 58°29'09" West, a distance of 46.58 feet; thence South 56°21'27" West, a distance of 53.36 feet; thence South 49°19'10" West, a distance of 52.76 feet to the beginning of a 68.00 foot radius tangent curve, concave to the East; thence Southerly, along said curve, through a central angle of 86°56'31", an arc distance of 103.18 feet; thence tangent to said curve, South 37°37'21" East, a distance of 163.03 feet to the most Southerly corner of said parcel of land granted to Fresno Metropolitan Flood Control District per Document No. 2003-0198506, said point being the most Westerly corner of that certain parcel of land granted to the City of Fresno per Document No. 2002-0157928 recorded September 12, 2002, Official Records of Fresno County; thence South 33°47'56" East, along the Southwesterly line of said parcel of land granted to the City of Fresno per Document No. 2002-0157928, a distance of 12.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 8.243 acres, more or less.



APPROVED
LOT LINE ADJUSTMENT

LLA NO. _____

BY _____

DATE _____

PUBLIC WORKS DEPARTMENT
CITY OF FRESNO

EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 2009-16
ADJUSTED PARCELS
LEGAL DESCRIPTION

ADJUSTED PARCEL "B"

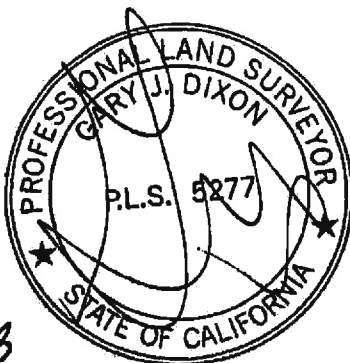
Parcel B of Lot Line Adjustment No. 2009-16, as Document Number _____, of Official Records of Fresno County, and more particularly described as follows:

That portion of Section 29, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the United States Government Township Plat, described as follows:

BEGINNING at the most Southerly corner of that certain parcel of land granted to the City of Fresno per Document No. 2002-0157928 recorded September 12, 2002, Official Records of Fresno County, said point being on the Centerline of the Old Upper San Joaquin Canal; thence South 51°26'28" West, along the Centerline of the Old Upper San Joaquin Canal, a distance of 289.27 feet; thence South 35°38'48" West, continuing along the Centerline of the Old Upper San Joaquin Canal, a distance of 268.20 feet; thence South 50°52'50" West, continuing along the Centerline of the Old Upper San Joaquin Canal, a distance of 112.06 feet to the most Westerly corner of Parcel C of Parcel Map No. 79-16, according to the map thereof recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records, said point being on the South line of the Southeast quarter of said Section 29; thence South 89°37'08" West, along the South line of the Southeast quarter of said Section 29, a distance of 894.13 feet to a point on the Northwestern line of that certain parcel of land described in Quitclaim Deed per Document No. 2004-0290195 recorded December 29, 2004, Official Records of Fresno County; thence Northeasterly, along the Northwestern line of said certain parcel, the following courses:

North 56°05'26" East, a distance of 149.33 feet; thence North 54°54'13" East, a distance of 156.04 feet; thence North 51°11'58" East, a distance of 135.95 feet; thence North 52°29'02" East, a distance of 138.32 feet; thence North 49°56'16" East, a distance of 42.00 feet to the most Northerly corner of said certain parcel; thence South 01°26'15" East, along the East line of said certain parcel, a distance of 12.66 feet; thence North 49°55'03" East, a distance of 24.33 feet; thence North 50°20'08" East, a distance of 54.96 feet; thence North 50°56'05" East, a distance of 94.87 feet; thence North 51°09'37" East, a distance of 84.99 feet; thence North 55°10'29" East, a distance of 90.61 feet; thence North 65°38'42" East, a distance of 100.40 feet; thence North 72°56'38" East, a distance of 144.67 feet; thence South 71°28'39" East, a distance of 99.45 feet; thence South 81°19'52" East, a distance of 185.16 feet to a point on the Southwesterly line of that said certain parcel of land granted to the City of Fresno per Document No. 2002-0157928; thence South 33°47'56" East, along said Southwesterly line, a distance of 146.60 feet to the **POINT OF BEGINNING**.

Containing 10.409 acres, more or less.



5-29-18

APPROVED
LOT LINE ADJUSTMENT
LLA NO. _____
BY _____
DATE _____
PUBLIC WORKS DEPARTMENT
CITY OF FRESNO

EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 2009-16
ADJUSTED PARCELS
LEGAL DESCRIPTION

ADJUSTED PARCEL "C"

Parcel C of Lot Line Adjustment No. 2009-16, as Document Number _____, of Official Records of Fresno County, and more particularly described as follows:

The Remainder as shown on Parcel Map No. 2004-07, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 65 of Parcel Maps at Pages 88 and 89, Fresno County Records, and more particularly described as follows:

BEGINNING at the most Westerly corner of Parcel C of Parcel Map No. 79-16, according to the map thereof recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records; thence North 89°37'08" East, along the South line of Section 29, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, a distance of 127.82 feet to the **TRUE POINT OF BEGINNING**;

Thence Northeasterly, along the Northwesterly line of said Remainder, the following courses: North 37°28'43" East, a distance of 24.98 feet; thence North 60°25'43" East, a distance of 38.01 feet; thence North 24°01'33" East, a distance of 51.82 feet; thence North 63°52'58" East, a distance of 64.15 feet; thence North 09°25'42" East, a distance of 52.31 feet; thence North 73°53'17" East, a distance of 69.46 feet; thence North 43°36'49" East, a distance of 49.38 feet; thence North 15°25'56" West, a distance of 47.66 feet; thence North 39°02'46" East, a distance of 215.93 feet; thence leaving the Northwesterly line of said Remainder, along the Northeasterly and the Easterly line of said Remainder, the following courses:

South 52°09'47" East, a distance of 108.60 feet; thence South 23°23'18" West, a distance of 77.41 feet to the beginning of a 70.00 foot radius tangent curve, concave to the Northeast; thence Southeasterly, along said curve, through a central angle of 161°48'07", an arc distance of 197.68 feet, to the beginning of a 40.00 foot radius reverse curve, concave to the South, thence Easterly, along said curve, through a central angle of 95°04'47", an arc distance of 66.38 feet, to the beginning of a 187.00 foot radius compound curve, concave to the West, thence Southerly, along said curve, through a central angle of 43°28'03", an arc distance of 141.87 feet; thence tangent to said curve, South 00°08'01" West, a distance of 28.32 feet; thence South 43°29'05" West, a distance of 16.17 feet to the beginning of a 1062.50 foot radius non-tangent curve, concave to the South, a radial to said beginning bears North 03°00'00" West, said point being on the Southerly line of said Remainder; thence leaving the Easterly line said Remainder, Westerly, along the Southerly line of said Remainder, along said curve, through a central angle of 15°17'35", an arc distance of 283.60 feet; to a point on the South line of said

Section 29; thence non-tangent to said curve, South 89°37'08" West, along the South line of said Section 29, along the South line of said Remainder, a distance of 352.23 feet to the **TRUE POINT OF BEGINNING**.



EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 2009-16
ADJUSTED PARCELS
LEGAL DESCRIPTION

ADJUSTED PARCEL "C" (CONTINUED)

TOGETHER WITH that portion of Parcel C of Parcel Map No. 79-16, according to the map thereof recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records, described as follows:

BEGINNING at the most Westerly corner of said Parcel C; thence Northeasterly, along the Northwesternly line of said Parcel C, the following courses:

North 50°52'50" East, a distance of 112.06 feet; thence North 35°38'48" East, a distance of 268.20 feet; thence North 51°26'28" East, a distance of 289.27 feet to the most Westerly corner of that certain parcel of land granted to the City of Fresno per Document No. 2002-0157927 recorded September 12, 2002, Official Records of Fresno County; thence South 19°27'19" East, leaving the Northwesternly line of said Parcel C, along the Southwesterly line of said parcel of land granted to the City of Fresno per Document No. 2002-0157927, a distance of 28.76 feet; thence South 52°09'47" East, continuing along said Southwesterly line of said parcel of land granted to the City of Fresno per Document No. 2002-0157927, a distance of 10.71 feet to the most Northerly corner of the Remainder as shown on Parcel Map No. 2004-07, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 65 of Parcel Maps at Pages 88 and 89, Fresno County Records; thence along the Northwesternly line of said Remainder, the following courses:

South 39°02'46" West, a distance of 215.93 feet; thence South 15°25'56" East, a distance of 47.66 feet; thence South 43°36'49" West, a distance of 49.38 feet; thence South 73°53'17" West, a distance of 69.46 feet; thence South 09°25'42" West, a distance of 52.31 feet; thence South 63°52'58" West, a distance of 64.15 feet; thence South 24°01'33" West, a distance of 51.82 feet; thence South 60°25'43" West, a distance of 38.01 feet; thence South 37°28'43" West, a distance of 24.98 feet to a point on the South line of said Section 29; thence South 89°37'08" West, leaving the Northwesternly line of said Remainder, along the South line of said Section 29, a distance of 127.82 feet to the **POINT OF BEGINNING**.

Together with underlying fee interest, if any, adjacent to the above described property in and to the adjoining public right of way.

Containing 4.249 acres, more or less.

APPROVED LOT LINE ADJUSTMENT
LLA NO. _____
BY _____
DATE _____
PUBLIC WORKS DEPARTMENT CITY OF FRESNO



EXHIBIT B

LOT LINE ADJUSTMENT NO. 2009-16

QUITCLAIM DEED
2004-0290195

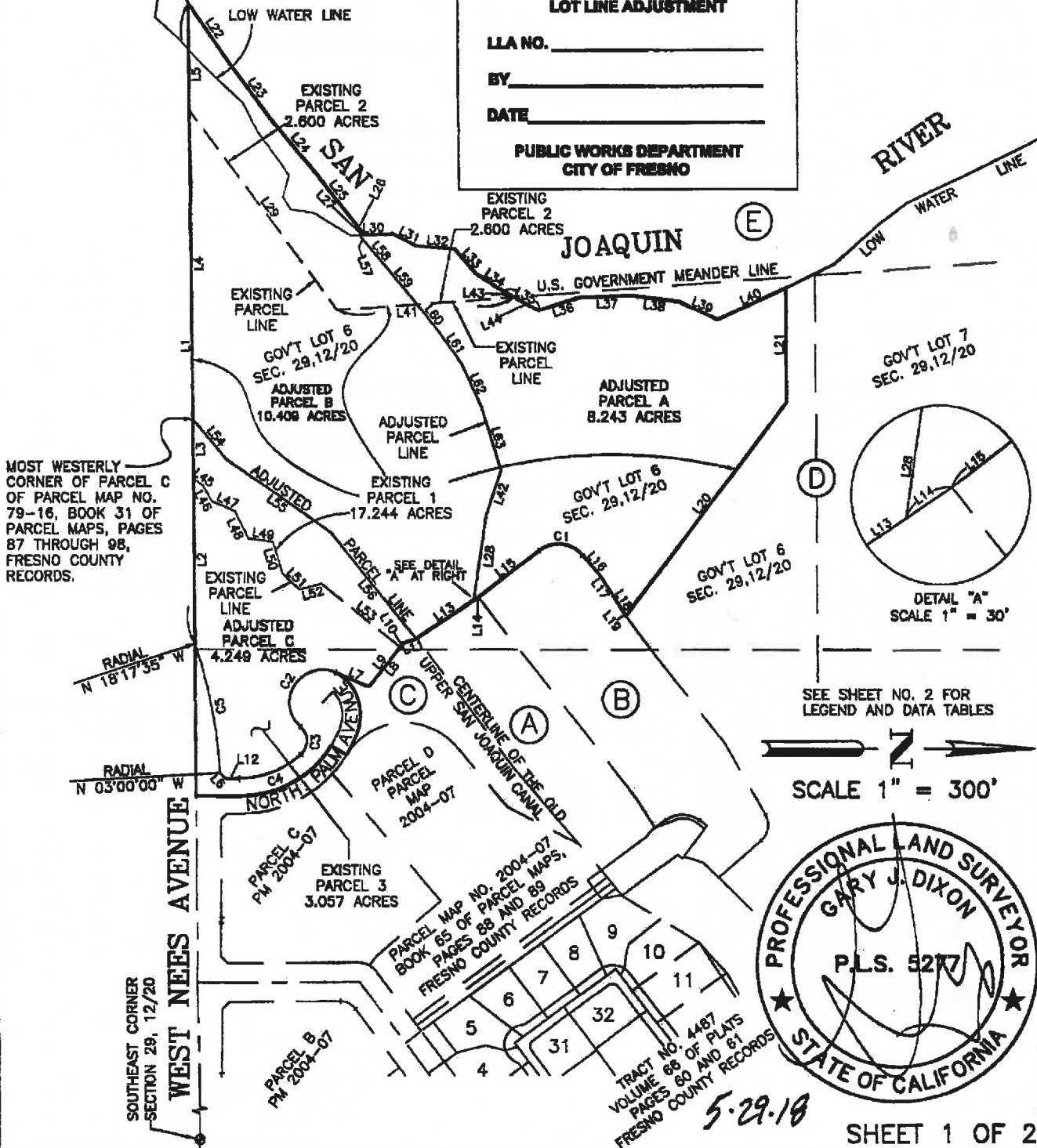
APPROVED LOT LINE ADJUSTMENT

LLA NO. _____

BY _____

DATE _____

PUBLIC WORKS DEPARTMENT
CITY OF FRESNO



LOT LINE ADJUSTMENT NO. 2009-16

PORTION OF THE SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 12 SOUTH, RANGE 20 EAST, M.D.B. & M. IN THE
CITY OF FRESNO, FRESNO COUNTY, CALIFORNIA.

DIXON & ASSOCIATES, INC.
LAND SURVEYING
620 DeWITT - SUITE 101
CLOVIS, CA 93612
PHONE (559) 297-4200
FAX (559) 297-4272

DATE 08-03-08
SCALE 1" = 300'
DR. BY GJD
REVISIONS
10-08-08
11-20-09
DRAWING NO.

EXHIBIT B **LOT LINE ADJUSTMENT NO. 2009-16**

LINE DATA:

LINE NUMBER	BEARING	DISTANCE
L 1	S 89°37'08" W	1374.18'
L 2	S 89°37'08" W	352.23'
L 3	S 89°37'08" W	127.82'
L 4	S 89°37'08" W	664.00'
L 5	S 89°37'08" W	230.13'
L 6	N 43°29'05" E	16.17'
L 7	N 23°23'18" E	77.41'
L 8	N 52°09'47" W	119.31'
L 9	N 52°09'47" W	108.60'
L 10	N 52°09'47" W	10.71'
L 11	N 19°27'19" W	28.76'
L 12	N 00°08'01" E	28.32'
L 13	N 33°47'56" W	146.60'
L 14	N 33°47'56" W	12.00'
L 15	N 37°37'21" W	163.03'
L 16	N 49°19'10" E	52.76'
L 17	N 58°21'27" E	53.36'
L 18	N 58°29'09" E	48.58'
L 19	N 53°33'03" E	7.56'
L 20	N 53°14'55" W	569.64'
L 21	S 90°00'00" W	244.57'
L 22	N 56°05'26" E	149.33'
L 23	N 54°54'13" E	156.04'
L 24	N 51°11'58" E	135.95'
L 25	N 52°29'02" E	138.32'
L 26	N 49°58'16" E	42.00'
L 27	N 01°28'15" W	12.66'
L 28	S 81°19'52" E	185.16'
L 29	N 54°29'47" E	529.22'
L 30	N 01°52'59" W	60.32'
L 31	N 27°57'31" E	54.59'
L 32	N 04°27'18" E	81.30'
L 33	N 49°42'37" E	70.29'
L 34	N 32°58'52" E	70.72'
L 35	N 29°10'30" E	82.86'
L 36	N 17°21'37" W	93.01'
L 37	N 02°01'57" W	111.04'
L 38	N 07°33'53" E	99.98'
L 39	N 24°57'07" E	90.80'
L 40	N 24°47'20" W	159.93'
L 41	N 04°08'03" W	377.89'
L 42	S 71°28'39" E	99.45'
L 43	N 29°10'30" E	25.16'
L 44	N 29°10'30" E	57.70'
L 45	N 37°28'43" E	24.98'
L 46	N 60°25'43" E	38.01'
L 47	N 24°01'33" E	51.82'
L 48	N 63°52'58" E	64.15'
L 49	N 09°25'42" E	52.31'
L 50	N 73°53'17" E	69.46'
L 51	N 43°36'49" E	49.38'
L 52	N 15°25'56" W	47.66'
L 53	N 39°02'46" E	215.93'
L 54	N 50°52'50" E	112.06'
L 55	N 35°38'48" E	268.20'
L 56	N 51°26'28" E	289.27'
L 57	N 49°55'03" E	24.33'
L 58	N 50°20'08" E	54.96'
L 59	N 50°56'05" E	94.87'
L 60	N 51°09'37" E	84.99'
L 61	N 55°10'29" E	90.61'
L 62	N 65°38'42" E	100.40'
L 63	N 72°56'38" E	144.67'

APPROVED **LOT LINE ADJUSTMENT**

LLA NO. _____
BY _____
DATE _____

PUBLIC WORKS DEPARTMENT
CITY OF FRESNO

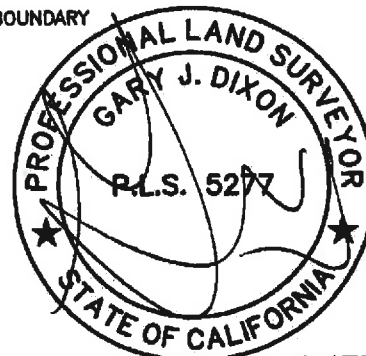
CURVE DATA:

CURVE NUMBER	DELTA	RADIUS	ARC LENGTH
C 1	86°56'31"	68.00'	103.18'
C 2	161°48'07"	70.00'	197.68'
C 3	95°04'47"	40.00'	66.38'
C 4	43°28'03"	187.00'	141.87'
C 5	15°17'35"	1062.50'	283.60'

LEGEND:

- (A) INDICATES AREA GRANTED TO THE CITY OF FRESNO PER DOCUMENT NO. 2002-0157928 RECORDED SEPTEMBER 12, 2002, OFFICIAL RECORDS OF FRESNO COUNTY.
- (B) INDICATES AREA GRANTED TO FRESNO METROPOLITAN FLOOD CONTROL DISTRICT PER DOCUMENT NO. 2003-0198506 RECORDED AUGUST 25, 2003, OFFICIAL RECORDS OF FRESNO COUNTY.
- (C) INDICATES AREA GRANTED TO THE CITY OF FRESNO PER DOCUMENT NO. 2002-0157927 RECORDED SEPTEMBER 12, 2002, OFFICIAL RECORDS OF FRESNO COUNTY.
- (D) INDICATES AREA GRANTED TO THE STATE OF CALIFORNIA PER DOCUMENT NO. 2003-0198515 RECORDED AUGUST 25, 2003, OFFICIAL RECORDS OF FRESNO COUNTY.
- (E) INDICATES AREA QUITCLAIMED TO THE STATE OF CALIFORNIA PER DOCUMENT NO. 2003-0198514 RECORDED AUGUST 25, 2003, OFFICIAL RECORDS OF FRESNO COUNTY.

— SUBJECT PROPERTY BOUNDARY



5-29-18

SHEET 2 OF 2

LOT LINE ADJUSTMENT NO.2009-16
PORTION OF THE SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 12 SOUTH, RANGE 20 EAST, M.D.B. & M, IN THE
CITY OF FRESNO, FRESNO COUNTY, CALIFORNIA

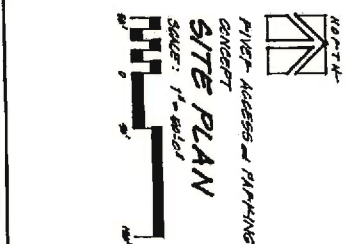
DIXON & ASSOCIATES, INC.
LAND SURVEYING
620 DeWITT - SUITE 101
CLOVIS, CA 93612
PHONE (559) 297-4200
FAX (559) 297-4272

DATE 09-03-08
SCALE 1" = 300'
DR. BY GJD
REVISIONS
10-09-09 05-29-18
11-20-09
DRAWING NO.

EXHIBIT "D"

SITE PLAN

[The proposed Site Plan commences on the following page.]



THE
TAYLOR
GROUP

EXHIBIT "E"
EASEMENT DEED

[The form of Easement Deed commences on the following page.]

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

SOB ENTERPRISES, LLC
7545 N. Del Mar Avenue, Suite 206
Fresno, CA 93711

SPACE ABOVE THE LINE FOR RECORDER'S USE ONLY

EASEMENT AGREEMENT & DEED

THIS EASEMENT AGREEMENT & DEED (the "Agreement") is made effective as of _____, 20____, by and between (i) SAN JOAQUIN RIVER ACCESS CORPORATION, a California mutual benefit corporation ("**Grantor**"), and (ii) SOB ENTERPRISES, LLC, a California limited liability company ("**Grantee**"). Grantor and Grantee are sometimes collectively referred to herein as the "**Parties**" and singularly by their individual names or as "**Party**".

RECITALS:

- A. Grantor is the owner of that certain real property located in Fresno County, California, as more particularly described in Exhibit 1 attached hereto and incorporated herein by this reference (the "**Servient Tenement**").
- B. Grantee is the owner of that certain real property located in Fresno County, California, as more particularly described in Exhibit 2 attached hereto and incorporated herein by this reference (the "**Dominant Tenement**").
- C. The Dominant Tenement is situated adjacent or in close proximity to the Servient Tenement and currently enjoys the views of the river bottom area in essentially its natural state.
- D. Grantor plans to develop a parking lot on the Servient Tenement to provide public access to the recreational opportunities afforded by its proximity to the San Joaquin River.
- E. Grantor received title to the Servient Tenement from Grantee and as part of the consideration for such acquisition, Grantor agreed to convey this Easement to Grantee to protect the Dominant Tenement.

EASEMENT GRANT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, and its successors and assigns, an easement for lateral support and unobstructed light, air, and view of the Servient Tenement and the San Joaquin River.

2. Grantor's Use of Servient Tenement. Grantor shall have the right to either maintain the Servient Tenement in its natural state or develop a parking lot on the Servient Tenement to provide public access to the San Joaquin River; provided, however:

(a) Unless otherwise agreed by Grantee in its reasonable discretion, the improvements on the Servient Tenement shall conform approximately to the conceptual configuration shown in Exhibit 3, except that Grantor may adjust the plan to modify or incorporate additional pedestrian trails and pathways to connect to the Lewis Eaton Trail and to the Palm Avenue and Nees Avenue intersection via the City of Fresno's and State of California's existing public access easements and/or other publicly acquired routes. Grantor shall include landscaping, which may consist of unirrigated native plants once established, and may include trees to the extent allowed under any approved post-closure land use plan. Unless otherwise approved in advance and in writing by the Grantee, no permanent buildings shall be erected on the Servient Tenement other than a ticket or entrance structure and shade structures. All improvements on the Servient Tenement shall be constructed in compliance with applicable laws and regulations;

(b) No more than 40 parking stalls shall be constructed on the Servient Tenement;

(c) Motor vehicles, other than Grantors' (and their agents and consultants), emergency response, maintenance, and management vehicles, shall only access the Servient Tenement by means of a paved road from Palm Avenue to be constructed substantially along the alignment depicted in Exhibit 3 attached hereto and incorporated herein by this reference;

(d) The improvements on the Servient Tenement shall be low-profile and shall not interfere with the views of the San Joaquin River and its banks from the Dominant Tenement;

(e) Grantor shall not conduct or permit any activity or use on the Servient Tenement that: constitutes a private or public nuisance as those terms are defined under California law or the laws of the City of Fresno, emits any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness, or loudness in violation of the City of Fresno Noise Regulations set forth in Fresno Municipal Code Section 10-101, *et seq.*, as may be amended; emits any obnoxious odor; involves the use of any noxious, toxic, caustic, hazardous, or corrosive fuel, gas, or other substance; produces dust or dirt in exceedance of standards; involves a risk of fire, explosion, or other dangerous hazard, other than fire prevention activities; involves the burning or

incineration of garbage or refuse; or violates any law, ordinance, or regulation of any governmental entity with jurisdiction thereover;

(f) If lights are installed on the Servient Tenement, they shall only be operated during the hours of operation set forth in Paragraph 2(g) below, other than security lighting installed with appropriate shields to prevent glare and ensure that light is not directed to the river, the top of the bluff (including the Dominant Tenement), or surrounding area;

(g) Public vehicular access via the paved road from Palm Avenue shall be provided only during the operational hours of the Lewis Eaton Trail and consistent with Fresno Municipal Code section 10-1501, *et seq.*, as may be amended; and

(h) If allowed by the City of Fresno, public vehicular access shall be controlled by means of a fence and gate to be constructed at the top of the bluff at Palm Avenue, and if not, as close to the top of the bluff as will be allowed by the applicable governmental agencies. Said gate shall remain locked to prevent entry onto the Servient Tenement at all times other than the period set forth in Paragraph 2(g) above; however, Grantor and the City may install a mechanism for the gate that allows for automatic egress from the Servient Tenement outside the period set forth in Paragraph 2(g).

3. Development of Dominant Tenement. Grantor agrees that Grantee may develop the Dominant Tenement to any use that Grantee, its successors and assigns, may desire and Grantor agrees that it shall not oppose any proposed development or the construction of any improvements on the Dominant Tenement. At Grantee's request, Grantor shall provide letters publicly supporting any such development or improvement. This Paragraph shall not apply to any public agency that acquires the Servient Tenement.

4. Term. This Easement is appurtenant to both estates, and shall run with the land in accordance with California Civil Code Sections 1460 through 1471, inclusive.

5. Miscellaneous.

(a) Construction of Terms. As used in this Agreement, the terms "herein," "herewith" and "hereof" are references to this Agreement, taken as a whole, the term "includes" or "including" shall mean "including, without limitation," and references to a "Paragraph", "subparagraph", "clause", "Exhibit", "Appendix" or "Schedule" shall mean a Paragraph, subparagraph, clause, Exhibit, Appendix or Schedule of this Agreement, as the case may be, unless in any such case the context requires otherwise. All references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made, and reference to a law,

regulation or ordinance includes any amendment or modification thereof. A reference to a person includes its successors and assigns. The singular shall include the plural and the masculine shall include the feminine, and vice versa.

(b) Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the parties unless such change, amendment or modification shall be in writing, duly executed by both Parties and recorded in the same manner as the original Agreement.

(c) Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein.

(d) Notice and Opportunity to Cure. If Grantor fails to perform any of its obligations as provided herein and such failure continues for 90 days after written notice to Grantor, or if such failure cannot be reasonably cured within such 90 day period and Grantor fails to begin to cure within such 90 day period (which may include efforts to obtain bids from third parties to perform needed work) and with reasonable diligence and in good faith pursue a cure until completion, then Grantee shall have the right to pursue all available equitable and legal remedies to compel compliance, including but not limited to injunctive relief and specific performance. In addition, the Grantee shall have the right, but shall not be obligated, to take such action as shall be reasonably necessary to cure the default or enforce the covenants herein, at Grantor's sole cost and expense.

(e) Severability. The invalidity of one or more phrases, sentences, clauses or paragraphs contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

(f) No Waiver. Any failure of either party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any and each such provision. Any consent or approval given pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the obligations of the party giving such consent or approval or otherwise reduce the obligations of the party receiving such consent or approval.

(g) Further Assurances. Each party agrees to execute and deliver all further instruments and documents reasonably acceptable to such party, and take any further action reasonably acceptable to such party that may be reasonably necessary to effectuate the purposes and intent of this Agreement.

(h) Conflicting Provisions. In the event of any conflict between this document and any Exhibit hereto, the terms and provisions of this document, as amended from time to time, shall control. In the event of any conflict among the Exhibits, the Exhibit of the latest date mutually agreed upon by the parties shall control.

(i) Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California.

(j) Survival. Notwithstanding any provision of this Agreement to the contrary, expiration or other termination of this Agreement shall not relieve the parties of obligations that by their nature should survive such expiration or termination, including remedies in the case of a termination for an event of default, promises of indemnity, payment obligations, confidentiality, audit rights, and dispute resolution provisions.

(k) Entire Agreement. This Agreement sets forth the full and complete understanding of the parties relating to the subject matter hereof and supersedes any and all negotiations, other agreements and representations made or dated prior thereto with respect to such subject matter.

(l) Time of Essence. Time is of the essence with respect to all matters provided in this Agreement.

(m) Attorneys' Fees. In the event that a party fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all reasonable costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable counsel fees. The right of a Party, as the case may be, to all costs and expenses incurred by it in enforcing or establishing its rights hereunder shall include, without limitation, all costs and expenses incurred by the prevailing party, including, without limitation, court costs and reasonable counsel fees, in the enforcement of this Agreement, whether or not legal action was commenced, and including all such costs and expenses incurred in an action or participation in, or in connection with, a case or proceeding under Chapter 7 or 11 of the Bankruptcy Code, or any successor statute thereto.

(n) Third Party Beneficiaries. The City of Fresno is deemed a third party beneficiary for purpose of enforcing this Agreement.

(o) Binding Agreement. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, this EASEMENT AGREEMENT & DEED has been executed effective as of the first day written above.

GRANTEE

SOB ENTERPRISES, LLC,
a California limited liability company

By: _____
Stanley L. Spano, its Manager

GRANTOR

**SAN JOAQUIN RIVER ACCESS
CORPORATION,** a California mutual
benefit corporation

By: _____
Barry Bauer, its President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Fresno)

On _____, before me, _____, a Notary Public, personally appeared STANLEY L. SPANO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Fresno)

On _____, before me, _____, a Notary Public, personally appeared BARRY BAUER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT 1

Legal Description of the Servient Tenement

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE
COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS
FOLLOWS:

[this needs to be filled in]

EXHIBIT 2

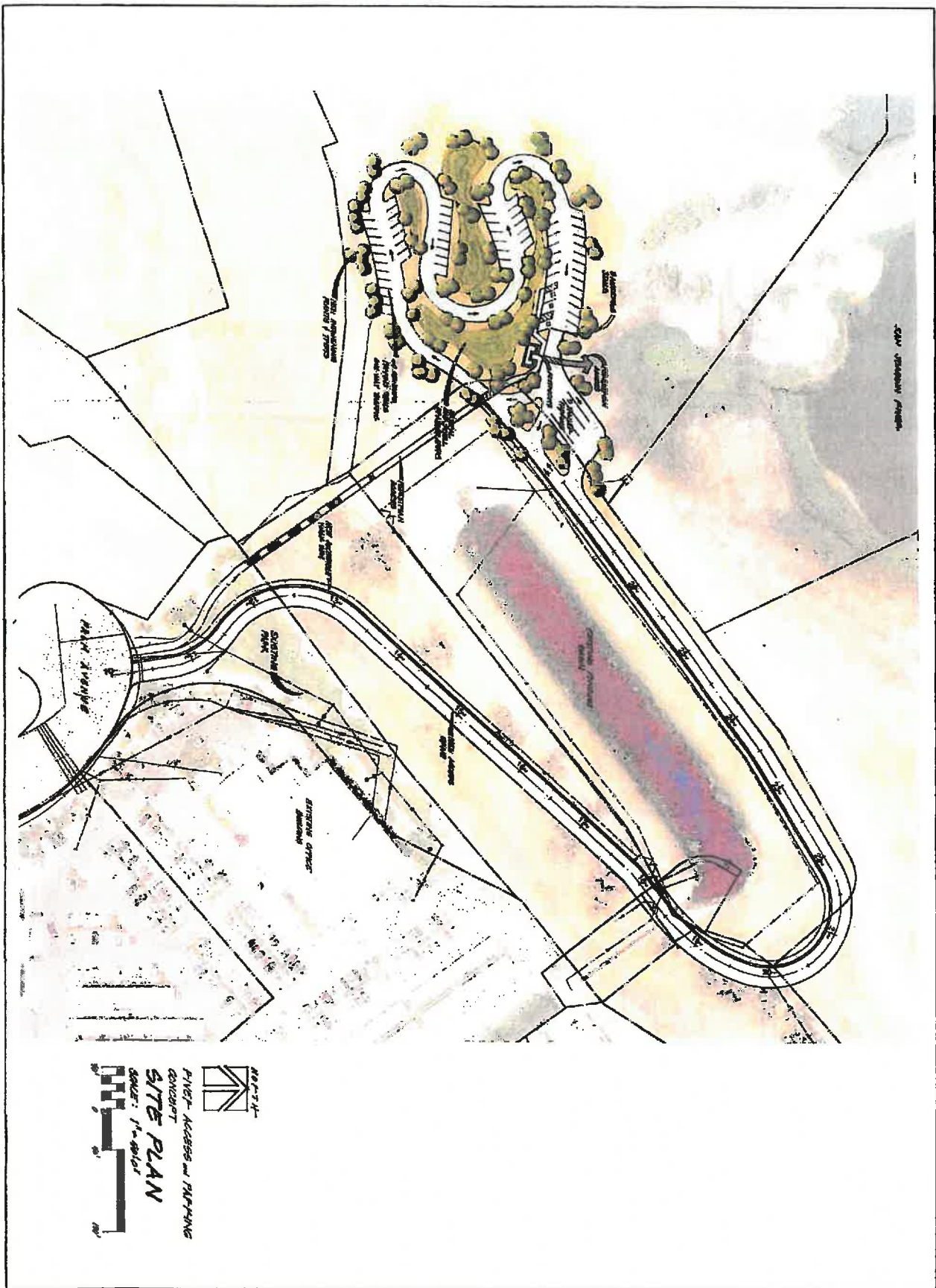
Legal Description of the Dominant Tenement

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE
COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS
FOLLOWS:

[this needs to be filled in]

Exhibit 3

Site Plan



PROJECT NO.
DRAWING NO.
www.johnsonmiller.com

THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS. THE CLIENT AGREES TO HOLD THE ARCHITECT HARMLESS FROM ALL CLAIMS, DAMAGES, AND LOSSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE USE OF THIS PLAN.

RIVER ACCESS AND PARKWAY
CONCEPT SITE PLAN
 NORTH PALM AVENUE, FORT LAUDERDALE, FL
 DRG. SHELL / PARKWAY LAYOUT 001 1"=400'0"

NO.	DATE	DESCRIPTION
001	9.27.17	CONCEPT PLAN



EXHIBIT "F"

Memorandum of Option

[The form of Memorandum of Option Agreement commences on the following page.]

Recording Requested by and after
Recordation, Mail to:

John Kinsey, Esq.
265 E. River Park Circle, Suite 310
Fresno, CA 93720

Fresno County APNs: _____

Space above this line for recorder's use

MEMORANDUM OF OPTION AGREEMENT

This MEMORANDUM OF OPTION is made and effective as of August __, 2018, by and between SOB ENTERPRISES, LLC, a California limited liability company ("Optionor"), on one hand, and SAN JOAQUIN RIVER ACCESS CORPORATION, a California mutual benefit corporation ("Optionee"). Optionor and Optionee agree and hereby notify third parties as follows:

1. Pursuant to the terms of an Option Agreement (the "Option Agreement"), Optionor has granted Optionee the exclusive and irrevocable right to purchase all of that certain Premises located in the County of Fresno more particularly described in Exhibits "A" through "C" hereto (the "Property") for the period from and including the effective date of this Memorandum to and including December 31, 2018 (the "Option Term"), plus any extensions thereto, at a cash price and under the terms and conditions described in detail in the Option Agreement.

2. If Optionee does not elect to purchase the Property prior to the expiration of the then Option Term, Optionee shall have no further option to purchase the property.

3. This Memorandum is prepared for the purpose of recordation and in no way modifies the provisions of the Option Agreement.

IN WITNESS WHEREOF, Optionor and Optionee have executed this Memorandum of Option as of the date first above written.

SOB ENTERPRISES, LLC,
a California limited liability company

**SAN JOAQUIN RIVER ACCESS
CORPORATION,** a California mutual
benefit corporation

By: Stanley L. Spano
Its: Manager

By: Barry Bauer
Its: President

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY FRESNO COUNTY APN: 405-340-17s

Those portions of Section 32, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the United States Government Township Plat thereof, described as follows:

A portion of the that particular parcel of land described in the Deed recorded April 7, 1961 in Book 4537 of Deeds at Page 419 as Document No. 28594, Official Records of Fresno County, described as follows:

Those portions of Lots 3 and 4 in said Section 32 lying North and West of a line intersecting the North line of said Section 32 at a point 1811 feet West of the Northeast corner of said Section and running;

Thence, South 35° 30' West along the center line of the upper San Joaquin Canal 316 feet;

Thence, continuing along said center line the following courses and distances:

South 62° 20' West 130 feet,

South 31° 23' West 165 feet,

South 74° 28' West 540 feet,

South 72° 47' West 600 feet;

South 67° 39' West 400 feet;

Thence, leaving said center line North 80° 20' West 232 feet to the Southerly bank of the San Joaquin River.

TOGETHER WITH, a portion of the that particular parcel of land described in the Deed recorded December 13, 1963 in Book 4938 of Deeds at Page 612 as Document No. 97923, Official Records of Fresno County, described as follows:

That portion of said Section 32 which lies within Fresno County, and Northerly and Westerly of Government Lots 3 and 4 of said Section 32, and being a portion of the Pappas Lands as shown and delineated upon a Map of Re-Survey recorded March 28, 1957 in Book 19, Pages 65 and 66 of Record of Surveys, Fresno County Records.

EXCEPTING THEREFROM, that portion thereof lying within that particular parcel of land described in the Quitclaim Deed recorded August 25, 2003 as Document No. 2003-0198514, Official Records of Fresno County.

ALSO EXCEPTING THEREFROM, that portion thereof lying within that particular parcel of land described in the Deed recorded December 29, 2004 as Document No. 2004-0280195, Official Records of Fresno County, described as follows:

BEGINNING, at a point on the Low Water Line of the San Joaquin River as said line is shown on sheet 11 of 27 of the Administrative Map of the San Joaquin River dated April 1992, on file in the offices of the California State Lands Commission, said point having California Coordinates of North=2194589.291 feet and East=6324865.168 feet, said point also bears North 80°28'42" West, a distance of 2235.01 feet from the Southwest corner of Section 28, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, as said corner is shown on Parcel Map No. 79-16 recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records;

Thence, along said Low Water Line South 00°58'20" East, a distance of 31.70 feet;

Thence, South 31°58'00" West, a distance of 91.56 feet;

Thence, South 09°46'47" West, a distance of 47.28 feet;

Thence, South 58°36'35" West, a distance of 32.14 feet;

Thence, North 73°02'04" West, a distance of 47.85 feet;

Thence, South 56°11'28" West, a distance of 117.36 feet;

Thence, South 64°04'54" West, a distance of 86.37 feet;

Thence, South 45°03'23" West, a distance of 121.50 feet;

Thence, South 48°13'54" West, a distance of 74.37 feet;

Thence, South 43°26'27" West, a distance of 64.06 feet;

Thence, North 81°11'43" West, a distance of 89.33 feet;

Thence, South 62°03'47" West, a distance of 43.26 feet;

Thence, South 27°55'12" West, a distance of 58.91 feet;

Thence, South 24°34'30" West, a distance of 26.82 feet;

Thence, leaving said Low Water Line North 68°42'37" West, a distance of 93.60 feet; thence, North 82°42'16" East, a distance of 147.88 feet;

Thence, North 62°42'16" East, a distance of 70.17 feet;

Thence, North 56°33'21" East, a distance of 183.15 feet;

Thence, North 55°22'08" East, a distance of 156.04 feet;

Thence, North 51°39'53" East, a distance of 135.96 feet;

Thence, North 52°56'57" East, a distance of 138.32 feet;
Thence, North 50°25'32" East, a distance of 41.94 feet to the POINT OF BEGINNING.

Coordinates, bearings and distances used in the above description are based on the California Coordinate System, Zone 4, (NAD 83).

ALSO EXCEPTING THEREFROM, that portion thereof lying within the following described property:

BEGINNING, at the most Westerly corner of Parcel C of Parcel Map No. 79-16, according to the map thereof recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records;

Thence, South 35°29'29" West, along the centerline of the Old Upper San Joaquin Canal, a distance of 315.81 feet;

Thence, South 62°20'24" West, continuing along the centerline of the Old Upper San Joaquin Canal, a distance of 129.93 feet;

Thence, South 31°22'20" West, continuing along the centerline of the Old Upper San Joaquin Canal, a distance of 6.89 feet;

Thence, South 74°28'44" West, leaving said centerline, a distance of 30.57 feet;

Thence, South 86°55'25" West, a distance of 113.20 feet;

Thence, North 82°09'23" West, a distance of 101.98 feet;

Thence, North 78°37'18" West, a distance of 84.74 feet;

Thence, North 66°54'12" West, a distance of 98.57 feet;

Thence, North 68°49'05" West, a distance of 185.96 feet;

Thence, North 68°00'00" West, a distance of 66.64 feet;

Thence, North 47°04'29" West, a distance of 47.67 feet;

Thence, North 06°10'03" East, a distance of 24.17 feet;

Thence, North 23°46'34" East, a distance of 37.52 feet;

Thence, North 62°11'47" East, a distance of 64.63 feet;

Thence, North 56°02'52" East, a distance of 184.31 feet;

Thence, North 54°51'39" East, a distance of 156.80 feet;

Thence, North 51°09'24" East, a distance of 136.33 feet;

Thence, North 52°26'28" East, a distance of 138.52 feet;

Thence, North 49°55'03" East, a distance of 69.49 feet;

Thence, North 50°20'08" East, a distance of 54.80 feet;

Thence, North 50°56'05" East, a distance of 94.74 feet;

Thence, North 51°09'37" East, a distance of 84.33 feet;

Thence, North 55°10'28" East, a distance of 88.31 feet;

Thence, North 65°43'30" East, a distance of 98.73 feet;

Thence, South 20°47'33" East, a distance of 19.66 feet;

Thence, North 70°55'04" East, a distance of 42.48 feet;

Thence, North 82°40'57" East, a distance of 109.72 feet;

Thence, North 89°48'34" East, a distance of 65.27 feet;

Thence, South 83°27'54" East, a distance of 191.39 feet;

Thence, North 88°05'08" East, a distance of 4.46 feet;

Thence, South 33°47'56" East, a distance of 132.89 feet to a point on the Northwesternly line of said Parcel C, said Northwesternly line also being the said centerline of the Old Upper San Joaquin Canal;

Thence, along said Northwesternly line, along said centerline, the following courses:

South 51°26'28" West, a distance of 288.27 feet;

Thence, South 35°38'47" West, a distance of 268.20 feet;

Thence, South 50°52'50" West, a distance of 112.06 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, an undivided one-half interest in and to all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, as reserved in the Deed from Lesley R. Holland and Hazel B. Taber Shamhart to Emma L. Pappas, recorded December 5, 1957 in Book 4000, Page 94 of Official Records, Document No. 79259.

EXHIBIT "B"

LEGAL DESCRIPTION OF PROPERTY FRESNO COUNTY APN: 405-340-19s

Those portions of Section 32, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the United States Government Township Plat thereof, described as follows:

A portion of the that particular parcel of land described in the Deed recorded April 7, 1961 in Book 4537 of Deeds at Page 419 as Document No. 28594, Official Records of Fresno County, described as follows:

Those portions of Lots 3 and 4 in said Section 32 lying North and West of a line intersecting the North line of said Section 32 at a point 1811 feet West of the Northeast corner of said Section and running;

Thence, South 35° 30' West along the center line of the upper San Joaquin Canal 316, feet;

Thence, continuing along said center line the following courses and distances:

South 62° 20' West 130 feet,

South 31° 23' West 165 feet,

South 74° 28' West 540 feet,

South 72° 47' West 600 feet,

South 67° 39' West 400 feet;

Thence, leaving said center line North 80° 20' West 232 feet to the Southerly bank of the San Joaquin River.

TOGETHER WITH, a portion of the that particular parcel of land described in the Deed recorded December 13, 1963 in Book 4939 of Deeds at Page 612 as Document No. 97923, Official Records of Fresno County, described as follows:

That portion of said Section 32 which lies within Fresno County, and Northerly and Westerly of Government Lots 3 and 4 of said Section 32, and being a portion of the Pappas Lands as shown and delineated upon a Map of Re-Survey recorded March 28, 1957 in Book 19, Pages 65 and 66 of Record of Surveys, Fresno County Records.

EXCEPTING THEREFROM, that portion thereof lying within that particular parcel of land described in the Quitclaim Deed recorded August 25, 2003 as Document No. 2003-0198514, Official Records of Fresno County.

ALSO EXCEPTING THEREFROM, that portion thereof lying within that particular parcel of land described in the Deed recorded December 29, 2004 as Document No. 2004-0290195, Official Records of Fresno County, described as follows:

BEGINNING, at a point on the Low Water Line of the San Joaquin River as said line is shown on sheet 11 of 27 of the Administrative Map of the San Joaquin River dated April 1992, on file in the offices of the California State Lands Commission, said point having California Coordinates of North=2194589.291 feet and East=6324865.168 feet, said point also bears North 80°28'42" West, a distance of 2235.01 feet from the Southwest corner of Section 28, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, as said corner is shown on Parcel Map No. 79-16 recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records;

Thence, along said Low Water Line South 00°58'20" East, a distance of 31.70 feet;

Thence, South 31°58'00" West, a distance of 91.58 feet;

Thence, South 09°46'47" West, a distance of 47.28 feet;

Thence, South 58°36'35" West, a distance of 32.14 feet;

Thence, North 73°02'04" West, a distance of 47.85 feet;

Thence, South 56°11'28" West, a distance of 117.36 feet;

Thence, South 64°04'54" West, a distance of 66.37 feet;

Thence, South 45°03'23" West, a distance of 121.50 feet;

Thence, South 48°13'54" West, a distance of 74.37 feet;

Thence, South 43°26'27" West, a distance of 64.06 feet;

Thence, North 81°11'43" West, a distance of 89.33 feet;

Thence, South 62°03'47" West, a distance of 43.26 feet;

Thence, South 27°55'12" West, a distance of 58.91 feet;

Thence, South 24°34'30" West, a distance of 26.82 feet;

Thence, leaving said Low Water Line North 68°42'37" West, a distance of 93.60 feet; thence, North 62°42'16" East, a distance of 147.86 feet;

Thence, North 62°42'16" East, a distance of 70.17 feet;

Thence, North 56°33'21" East, a distance of 183.15 feet;

Thence, North 55°22'08" East, a distance of 156.04 feet;

Thence, North 51°39'53" East, a distance of 135.95 feet;

Thence, North 52°56'57" East, a distance of 138.32 feet;
Thence, North 50°25'32" East, a distance of 41.94 feet to the POINT OF BEGINNING.

Coordinates, bearings and distances used in the above description are based on the California Coordinate System, Zone 4, (NAD 83).

ALSO EXCEPTING THEREFROM, that portion thereof lying within the following described property:

BEGINNING, at the most Westerly corner of Parcel C of Parcel Map No. 79-16, according to the map thereof recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records;

Thence, South 35°29'29" West, along the centerline of the Old Upper San Joaquin Canal, a distance of 315.81 feet;

Thence, South 62°20'24" West, continuing along the centerline of the Old Upper San Joaquin Canal, a distance of 129.93 feet;

Thence, South 31°22'20" West, continuing along the centerline of the Old Upper San Joaquin Canal, a distance of 6.89 feet;

Thence, South 74°28'44" West, leaving said centerline, a distance of 30.57 feet;

Thence, South 86°55'25" West, a distance of 113.20 feet;

Thence, North 82°09'23" West, a distance of 101.98 feet;

Thence, North 78°37'18" West, a distance of 84.74 feet;

Thence, North 66°54'12" West, a distance of 98.57 feet;

Thence, North 88°49'05" West, a distance of 185.96 feet;

Thence, North 68°00'00" West, a distance of 66.64 feet;

Thence, North 47°04'28" West, a distance of 47.67 feet;

Thence, North 06°10'03" East, a distance of 24.17 feet;

Thence, North 23°48'34" East, a distance of 37.52 feet;

Thence, North 62°11'47" East, a distance of 64.63 feet;

Thence, North 56°02'52" East, a distance of 184.31 feet;

Thence, North 54°51'39" East, a distance of 156.80 feet;

Thence, North 51°09'24" East, a distance of 136.33 feet;

Thence, North 52°26'28" East, a distance of 138.52 feet;

Thence, North 49°55'03" East, a distance of 69.49 feet;

Thence, North 50°20'08" East, a distance of 54.80 feet;

Thence, North 50°56'05" East, a distance of 94.74 feet;

Thence, North 51°09'37" East, a distance of 84.33 feet;

Thence, North 55°10'29" East, a distance of 88.31 feet;

Thence, North 65°43'30" East, a distance of 98.73 feet;

Thence, South 20°47'33" East, a distance of 19.66 feet;

Thence, North 70°55'04" East, a distance of 42.48 feet;

Thence, North 82°40'57" East, a distance of 109.72 feet;

Thence, North 89°48'34" East, a distance of 65.27 feet;

Thence, South 83°27'54" East, a distance of 191.39 feet;

Thence, North 88°05'08" East, a distance of 4.46 feet;

Thence, South 33°47'56" East, a distance of 132.89 feet to a point on the Northwesternly line of said Parcel C, said Northwesternly line also being the said centerline of the Old Upper San Joaquin Canal;

Thence, along said Northwesternly line, along said centerline, the following courses:

South 51°26'28" West, a distance of 289.27 feet;

Thence, South 35°38'47" West, a distance of 268.20 feet;

Thence, South 50°52'50" West, a distance of 112.06 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, an undivided one-half interest in and to all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, as reserved in the Deed from Lesley R. Holland and Hazel B. Taber Shamhart to Emma L. Pappas, recorded December 5, 1957 in Book 4000, Page 94 of Official Records, Document No. 79259.

EXHIBIT "C"

LEGAL DESCRIPTION OF PROPERTY
Lot Line Adjustment No. 2009-16, Parcel A

[TO BE ATTACHED]

EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 2009-16
ADJUSTED PARCELS
LEGAL DESCRIPTION

ADJUSTED PARCEL "A"

Parcel A of Lot Line Adjustment No. 2009-16, as Document Number _____, of
Official Records of Fresno County, and more particularly described as follows:

That portion of Section 29, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the United States Government Township Plat, described as follows:

BEGINNING at the most Westerly corner of Parcel C of Parcel Map No. 79-16, according to the map thereof recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records; thence North 50°52'50" East, along the centerline of the Old Upper San Joaquin Canal, a distance of 112.06 feet; thence North 35°38'48" East, continuing along the centerline of the Old Upper San Joaquin Canal, a distance of 268.20 feet; thence North 51°26'28" East, continuing along the centerline of the Old Upper San Joaquin Canal, a distance of 289.27 feet; thence North 33°47'56" West, leaving said centerline, a distance of 146.60 feet to the **TRUE POINT OF BEGINNING**;

Thence North 81°19'52" West, a distance of 185.16 feet; thence North 71°28'39" West, a distance of 99.45 feet; thence South 72°56'38" West, a distance of 144.67 feet; thence South 65°38'42" West, a distance of 100.40 feet; thence South 55°10'29" West, a distance of 90.61 feet; thence South 51°09'37" West, a distance of 84.99 feet; South 50°56'05" West, a distance of 94.87 feet; thence South 50°20'08" West, a distance of 54.96 feet; thence South 49°55'03" West, a distance of 24.33 feet to a point on the Low Water Line of the San Joaquin River as described in the Quitclaim Deed per Document No. 2004-0290195 recorded December 29, 2004, Official Records of Fresno County; thence Northerly, along said Low Water Line, the following courses:

North 01°26'15" West, a distance of 12.66 feet; thence North 01°52'59" West, a distance of 60.32 feet; thence North 27°57'31" East, a distance of 54.59 feet; thence North 04°27'18" East, a distance of 81.30 feet; thence North 49°42'37" East, a distance of 70.29 feet; thence North 32°58'52" East, a distance of 70.72 feet; thence North 29°10'30" East, a distance of 82.86 feet; thence North 17°21'37" West, a distance of 93.01 feet; thence North 02°01'57" West, a distance of 111.04 feet; thence North 07°33'53" East, a distance of 99.98 feet; thence North 24°57'07" East, a distance of 90.80 feet; thence North 24°47'20" West, a distance of 159.93 feet; thence North 90°00'00" East, leaving said Low Water line, a distance of 244.57 feet; thence South 53°14'55" East, a distance of 569.64 feet to a point on the Northwesterly line of that certain

parcel of land granted to Fresno Metropolitan Flood Control District per Document No. 2003-0198506 recorded August 25, 2003, Official Records of Fresno County; thence Southerly, along the Northwesterly, Westerly and Southwesterly lines of said parcel of land granted to Fresno Metropolitan Flood Control District per Document No. 2003-0198506, the following courses:



EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 2009-16
ADJUSTED PARCELS
LEGAL DESCRIPTION

ADJUSTED PARCEL "A (CONTINUED)

South 53°33'03" West, a distance of 7.56 feet; thence South 58°29'09" West, a distance of 46.58 feet; thence South 56°21'27" West, a distance of 53.36 feet; thence South 49°19'10" West, a distance of 52.76 feet to the beginning of a 68.00 foot radius tangent curve, concave to the East; thence Southerly, along said curve, through a central angle of 86°56'31", an arc distance of 103.18 feet; thence tangent to said curve, South 37°37'21" East, a distance of 163.03 feet to the most Southerly corner of said parcel of land granted to Fresno Metropolitan Flood Control District per Document No. 2003-0198506, said point being the most Westerly corner of that certain parcel of land granted to the City of Fresno per Document No. 2002-0157928 recorded September 12, 2002, Official Records of Fresno County; thence South 33°47'56" East, along the Southwesterly line of said parcel of land granted to the City of Fresno per Document No. 2002-0157928, a distance of 12.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 8.243 acres, more or less.



5-29-18

APPROVED LOT LINE ADJUSTMENT
LLA NO. _____
BY _____
DATE _____
PUBLIC WORKS DEPARTMENT CITY OF FRESNO

EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 2009-16
ADJUSTED PARCELS
LEGAL DESCRIPTION

ADJUSTED PARCEL "B"

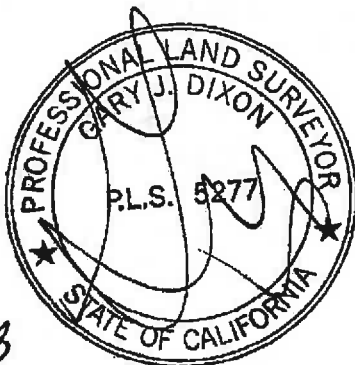
Parcel B of Lot Line Adjustment No. 2009-16, as Document Number _____, of Official Records of Fresno County, and more particularly described as follows:

That portion of Section 29, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the United States Government Township Plat, described as follows:

BEGINNING at the most Southerly corner of that certain parcel of land granted to the City of Fresno per Document No. 2002-0157928 recorded September 12, 2002, Official Records of Fresno County, said point being on the Centerline of the Old Upper San Joaquin Canal; thence South 51°26'28" West, along the Centerline of the Old Upper San Joaquin Canal, a distance of 289.27 feet; thence South 35°38'48" West, continuing along the Centerline of the Old Upper San Joaquin Canal, a distance of 268.20 feet; thence South 50°52'50" West, continuing along the Centerline of the Old Upper San Joaquin Canal, a distance of 112.06 feet to the most Westerly corner of Parcel C of Parcel Map No. 79-16, according to the map thereof recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records, said point being on the South line of the Southeast quarter of said Section 29; thence South 89°37'08" West, along the South line of the Southeast quarter of said Section 29, a distance of 894.13 feet to a point on the Northwesterly line of that certain parcel of land described in Quitclaim Deed per Document No. 2004-0290195 recorded December 29, 2004, Official Records of Fresno County; thence Northeasterly, along the Northwesterly line of said certain parcel, the following courses:

North 56°05'26" East, a distance of 149.33 feet; thence North 54°54'13" East, a distance of 156.04 feet; thence North 51°11'58" East, a distance of 135.95 feet; thence North 52°29'02" East, a distance of 138.32 feet; thence North 49°56'16" East, a distance of 42.00 feet to the most Northerly corner of said certain parcel; thence South 01°26'15" East, along the East line of said certain parcel, a distance of 12.66 feet; thence North 49°55'03" East, a distance of 24.33 feet; thence North 50°20'08" East, a distance of 54.96 feet; thence North 50°56'05" East, a distance of 94.87 feet; thence North 51°09'37" East, a distance of 84.99 feet; thence North 55°10'29" East, a distance of 90.61 feet; thence North 65°38'42" East, a distance of 100.40 feet; thence North 72°56'38" East, a distance of 144.67 feet; thence South 71°28'39" East, a distance of 99.45 feet; thence South 81°19'52" East, a distance of 185.16 feet to a point on the Southwesterly line of that said certain parcel of land granted to the City of Fresno per Document No. 2002-0157928; thence South 33°47'56" East, along said Southwesterly line, a distance of 146.60 feet to the **POINT OF BEGINNING**.

Containing 10.409 acres, more or less.



5-29-18

APPROVED
LOT LINE ADJUSTMENT

LLA NO. _____

BY _____

DATE _____

PUBLIC WORKS DEPARTMENT
CITY OF FRESNO

EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 2009-16
ADJUSTED PARCELS
LEGAL DESCRIPTION

ADJUSTED PARCEL "C"

Parcel C of Lot Line Adjustment No. 2009-16, as Document Number _____, of Official Records of Fresno County, and more particularly described as follows:

The Remainder as shown on Parcel Map No. 2004-07, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 65 of Parcel Maps at Pages 88 and 89, Fresno County Records, and more particularly described as follows:

BEGINNING at the most Westerly corner of Parcel C of Parcel Map No. 79-16, according to the map thereof recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records; thence North 89°37'08" East, along the South line of Section 29, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, a distance of 127.82 feet to the **TRUE POINT OF BEGINNING**;

Thence Northeasterly, along the Northwestern line of said Remainder, the following courses: North 37°28'43" East, a distance of 24.98 feet; thence North 60°25'43" East, a distance of 38.01 feet; thence North 24°01'33" East, a distance of 51.82 feet; thence North 63°52'58" East, a distance of 64.15 feet; thence North 09°25'42" East, a distance of 52.31 feet; thence North 73°53'17" East, a distance of 69.46 feet; thence North 43°36'49" East, a distance of 49.38 feet; thence North 15°25'56" West, a distance of 47.66 feet; thence North 39°02'46" East, a distance of 215.93 feet; thence leaving the Northwestern line of said Remainder, along the Northeasterly and the Easterly line of said Remainder, the following courses:

South 52°09'47" East, a distance of 108.60 feet; thence South 23°23'18" West, a distance of 77.41 feet to the beginning of a 70.00 foot radius tangent curve, concave to the Northeast; thence Southeasterly, along said curve, through a central angle of 161°48'07", an arc distance of 197.68 feet, to the beginning of a 40.00 foot radius reverse curve, concave to the South, thence Easterly, along said curve, through a central angle of 95°04'47", an arc distance of 66.38 feet, to the beginning of a 187.00 foot radius compound curve, concave to the West, thence Southerly, along said curve, through a central angle of 43°28'03", an arc distance of 141.87 feet; thence tangent to said curve, South 00°08'01" West, a distance of 28.32 feet; thence South 43°29'05" West, a distance of 16.17 feet to the beginning of a 1062.50 foot radius non-tangent curve, concave to the South, a radial to said beginning bears North 03°00'00" West, said point being on the Southerly line of said Remainder; thence leaving the Easterly line said Remainder, Westerly, along the Southerly line of said Remainder, along said curve, through a central angle of 15°17'35", an arc distance of 283.60 feet; to a point on the South line of said Section 29; thence non-tangent to said curve, South 89°37'08" West, along the South line of said Section 29, along the South line of said Remainder, a distance of 352.23 feet to the **TRUE POINT OF BEGINNING**.

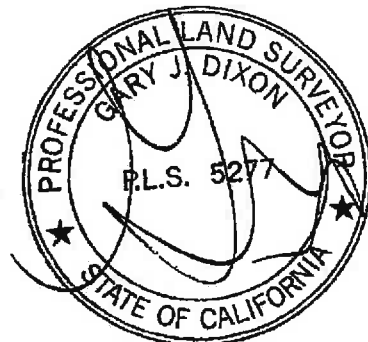


EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 2009-16
ADJUSTED PARCELS
LEGAL DESCRIPTION

ADJUSTED PARCEL "C" (CONTINUED)

TOGETHER WITH that portion of Parcel C of Parcel Map No. 79-16, according to the map thereof recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records, described as follows:

BEGINNING at the most Westerly corner of said Parcel C; thence Northeasterly, along the Northwesternly line of said Parcel C, the following courses:

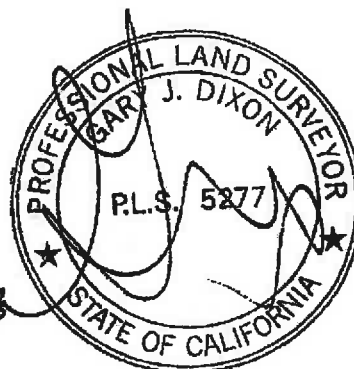
North 50°52'50" East, a distance of 112.06 feet; thence North 35°38'48" East, a distance of 268.20 feet; thence North 51°26'28" East, a distance of 289.27 feet to the most Westerly corner of that certain parcel of land granted to the City of Fresno per Document No. 2002-0157927 recorded September 12, 2002, Official Records of Fresno County; thence South 19°27'19" East, leaving the Northwesternly line of said Parcel C, along the Southwesterly line of said parcel of land granted to the City of Fresno per Document No. 2002-0157927, a distance of 28.76 feet; thence South 52°09'47" East, continuing along said Southwesterly line of said parcel of land granted to the City of Fresno per Document No. 2002-0157927, a distance of 10.71 feet to the most Northerly corner of the Remainder as shown on Parcel Map No. 2004-07, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 65 of Parcel Maps at Pages 88 and 89, Fresno County Records; thence along the Northwesternly line of said Remainder, the following courses:

South 39°02'46" West, a distance of 215.93 feet; thence South 15°25'56" East, a distance of 47.66 feet; thence South 43°36'49" West, a distance of 49.38 feet; thence South 73°53'17" West, a distance of 69.46 feet; thence South 09°25'42" West, a distance of 52.31 feet; thence South 63°52'58" West, a distance of 64.15 feet; thence South 24°01'33" West, a distance of 51.82 feet; thence South 60°25'43" West, a distance of 38.01 feet; thence South 37°28'43" West, a distance of 24.98 feet to a point on the South line of said Section 29; thence South 89°37'08" West, leaving the Northwesternly line of said Remainder, along the South line of said Section 29, a distance of 127.82 feet to the **POINT OF BEGINNING**.

Together with underlying fee interest, if any, adjacent to the above described property in and to the adjoining public right of way.

Containing 4.249 acres, more or less.

APPROVED LOT LINE ADJUSTMENT
LLA NO. _____
BY _____
DATE _____
PUBLIC WORKS DEPARTMENT CITY OF FRESNO



QUITCLAIM DEED
2004-0290195

ES
JOAQUIN

A line graph with 'RIVER' on the y-axis and 'WATER' on the x-axis. The x-axis is labeled 'LOW' at the origin and 'LINE' at the end. A single line starts at the origin and slopes upwards to the right, ending at the point labeled 'LINE'.

GOV'T LOT 7
SEC. 29.12/20

MOST WESTERLY
CORNER OF PARCEL C
OF PARCEL MAP NO.
79-16, BOOK 31 OF
PARCEL MAPS, PAGES
87 THROUGH 98,
FRESNO COUNTY
RECORDS.

ADJUSTED
PARCEL B
10.409 ACRES

ADJUSTED
PARCEL
LINE
EXISTING
PARCEL 1
244 ACRES

ADJUSTED
PARCEL A
8.243 ACRES

GOV'T LOT 6
SEC. 29.12/20

GOV'T LOT 6
SEC. 29.12/20

DETAIL "A"
SCALE 1" = 30'

SEE SHEET NO. 2 FOR
LEGEND AND DATA TABLES

SCALE 1" = 300'

DIXON & ASSOCIATES
LAND SURVEYING
620 DeWITT - SUITE 101
CLOVIS, CA 93612
PHONE (559) 297-4200
FAX (559) 297-4272

DRAWING NO.

SHEET 1 OF 2

EXHIBIT B **LOT LINE ADJUSTMENT NO. 2009-16**

LINE DATA:

LINE NUMBER	BEARING	DISTANCE
L 1	S 89°37'08" W	1374.18'
L 2	S 89°37'08" W	352.23'
L 3	S 89°37'08" W	127.82'
L 4	S 89°37'08" W	664.00'
L 5	S 89°37'08" W	230.13'
L 6	N 43°29'05" E	16.17'
L 7	N 23°23'18" E	77.41'
L 8	N 52°09'47" W	119.31'
L 9	N 52°09'47" W	108.60'
L 10	N 52°09'47" W	10.71'
L 11	N 19°27'19" W	28.76'
L 12	N 00°08'01" E	28.32'
L 13	N 33°47'56" W	146.60'
L 14	N 33°47'56" W	12.00'
L 15	N 37°37'21" W	163.03'
L 16	N 49°19'10" E	52.76'
L 17	N 56°21'27" E	53.36'
L 18	N 58°29'09" E	46.58'
L 19	N 53°33'03" E	7.56'
L 20	N 53°14'55" W	569.64'
L 21	S 90°00'00" W	244.57'
L 22	N 56°05'26" E	149.33'
L 23	N 54°54'13" E	156.04'
L 24	N 51°11'58" E	135.95'
L 25	N 52°29'02" E	138.32'
L 26	N 49°56'16" E	42.00'
L 27	N 01°26'15" W	12.86'
L 28	S 81°19'52" E	185.16'
L 29	N 54°29'47" E	529.22'
L 30	N 01°52'59" W	60.32'
L 31	N 27°57'31" E	54.59'
L 32	N 04°27'18" E	81.30'
L 33	N 49°42'37" E	70.29'
L 34	N 32°58'52" E	70.72'
L 35	N 29°10'30" E	82.86'
L 36	N 17°21'37" W	93.01'
L 37	N 02°01'57" W	111.04'
L 38	N 07°33'53" E	99.98'
L 39	N 24°57'07" E	90.80'
L 40	N 24°47'20" W	159.93'
L 41	N 04°08'03" W	377.89'
L 42	S 71°28'39" E	99.45'
L 43	N 29°10'30" E	25.16'
L 44	N 29°10'30" E	57.70'
L 45	N 37°28'43" E	24.98'
L 46	N 60°25'43" E	38.01'
L 47	N 24°01'33" E	51.82'
L 48	N 63°52'58" E	84.15'
L 49	N 09°25'42" E	52.31'
L 50	N 73°53'17" E	69.46'
L 51	N 43°36'49" E	49.38'
L 52	N 15°25'56" W	47.66'
L 53	N 39°02'46" E	215.93'
L 54	N 50°52'50" E	112.06'
L 55	N 36°38'48" E	268.20'
L 56	N 51°26'28" E	289.27'
L 57	N 49°55'03" E	24.33'
L 58	N 50°20'08" E	54.98'
L 59	N 50°56'05" E	94.87'
L 60	N 51°09'37" E	84.99'
L 61	N 55°10'29" E	90.61'
L 62	N 65°38'42" E	100.40'
L 63	N 72°56'38" E	144.67'

APPROVED **LOT LINE ADJUSTMENT**

LLA NO. _____

BY _____

DATE _____

PUBLIC WORKS DEPARTMENT
CITY OF FRESNO

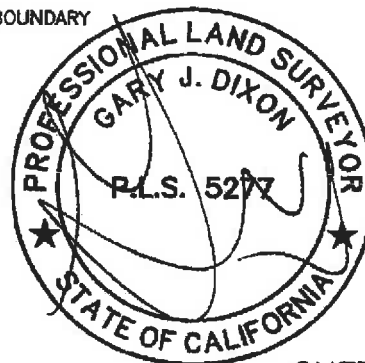
CURVE DATA:

CURVE NUMBER	DELTA	RADIUS	ARC LENGTH
C 1	86°56'31"	68.00'	103.18'
C 2	161°48'07"	70.00'	197.68'
C 3	95°04'47"	40.00'	66.38'
C 4	43°28'03"	187.00'	141.87'
C 5	15°17'35"	1062.50'	283.60'

LEGEND:

- (A) INDICATES AREA GRANTED TO THE CITY OF FRESNO PER DOCUMENT NO. 2002-0157928 RECORDED SEPTEMBER 12, 2002, OFFICIAL RECORDS OF FRESNO COUNTY.
- (B) INDICATES AREA GRANTED TO FRESNO METROPOLITAN FLOOD CONTROL DISTRICT PER DOCUMENT NO. 2003-0198506 RECORDED AUGUST 25, 2003, OFFICIAL RECORDS OF FRESNO COUNTY.
- (C) INDICATES AREA GRANTED TO THE CITY OF FRESNO PER DOCUMENT NO. 2002-0157927 RECORDED SEPTEMBER 12, 2002, OFFICIAL RECORDS OF FRESNO COUNTY.
- (D) INDICATES AREA GRANTED TO THE STATE OF CALIFORNIA PER DOCUMENT NO. 2003-0198515 RECORDED AUGUST 25, 2003, OFFICIAL RECORDS OF FRESNO COUNTY.
- (E) INDICATES AREA QUITCLAIMED TO THE STATE OF CALIFORNIA PER DOCUMENT NO. 2003-0198514 RECORDED AUGUST 25, 2003, OFFICIAL RECORDS OF FRESNO COUNTY.

— SUBJECT PROPERTY BOUNDARY



5-29-18

SHEET 2 OF 2

LOT LINE ADJUSTMENT NO.2009-16
PORTION OF THE SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 12 SOUTH, RANGE 20 EAST, M.D.B. & M, IN THE
CITY OF FRESNO, FRESNO COUNTY, CALIFORNIA.

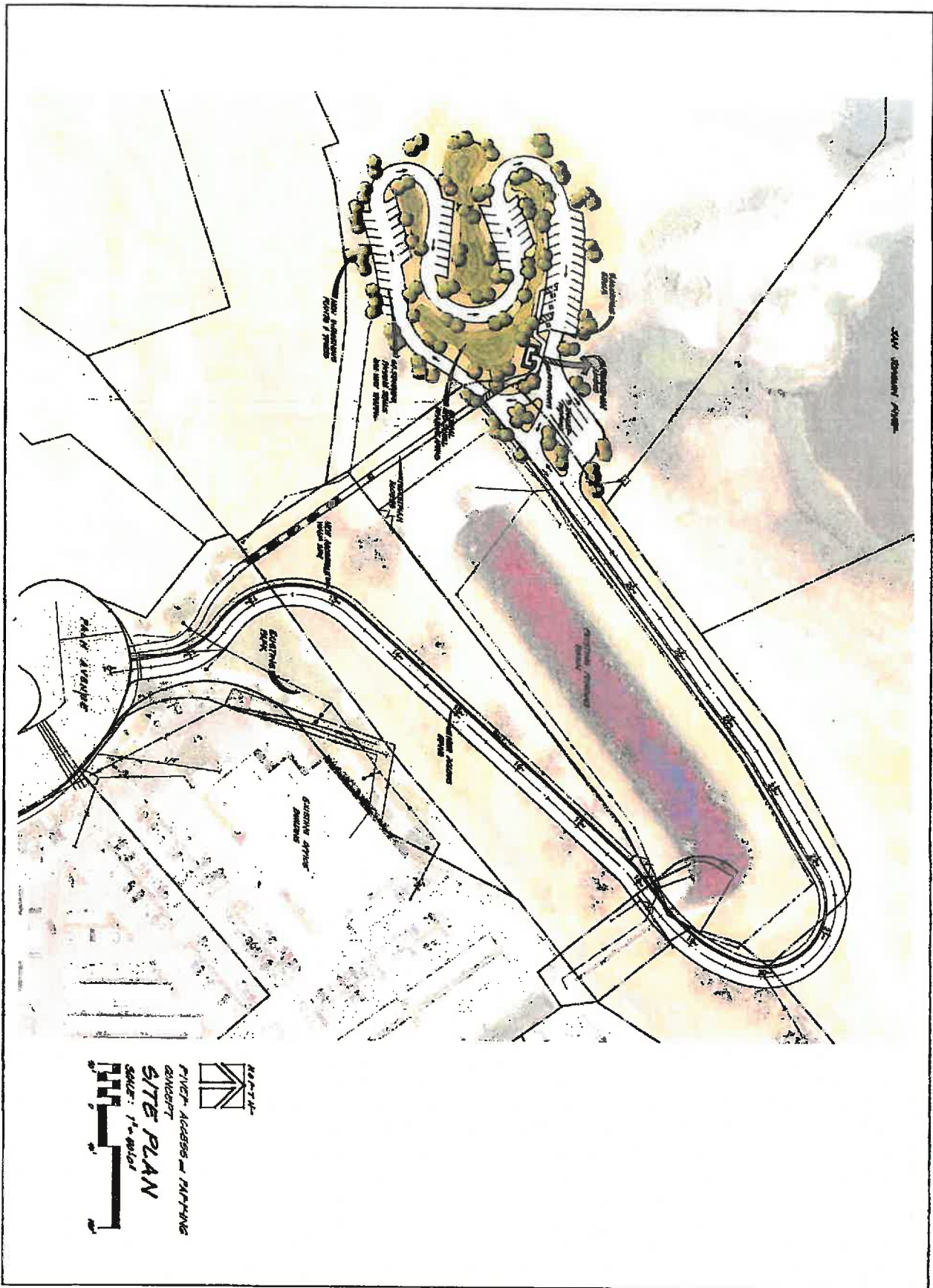
DIXON & ASSOCIATES, INC.
LAND SURVEYING
620 DeWITT - SUITE 101
CLOVIS, CA 93612
PHONE (559) 297-4200
FAX (559) 297-4272

DATE 08-03-08
SCALE 1" = 300'
DR. BY GJD
REVISIONS
10-09-08 05-28-18
11-20-09
DRAWING NO.

EXHIBIT "D"

SITE PLAN

[The proposed Site Plan commences on the following page.]



NORTH
 MAIN ACCESS - PARKING
 CONCEPT
 SITE PLAN
 SCALE: 1"=50'

PREPARED BY:
 THE TAYLOR GROUP
 10000 N. 10TH AVE.
 SUITE 100
 DENVER, CO 80231
 www.thetaylorgroup.com

THIS PLAN IS A CONCEPTUAL DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE TAYLOR GROUP ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAN.

MAIN ACCESS AND PARKING
CONCEPT SITE PLAN
 NORTH PALM AVENUE, PPOHND, CA.
 END-SWELL / PARKING LAYOUT 00-1-00-00

DATE	REVISION
07/18/17	CONCEPT PLAN



AMENDMENT TO AUGUST 30, 2018, OPTION AGREEMENT

This Amendment to August 30, 2018, Option Agreement (the "*Amendment*") is made effective October 10, 2018, by and between SOB ENTERPRISES, LLC, a California limited liability company ("*Optionor*"), on one hand, and SAN JOAQUIN RIVER ACCESS CORPORATION, a California mutual benefit corporation ("*Optionee*"), on the other hand.

RECITALS

WHEREAS, Optionor and Optionee (collectively, the "*Parties*") entered into that certain Option Agreement dated August 30, 2018 (the "*Agreement*"), under which Optionor agreed to provide Optionee an option to purchase certain real property situated in Fresno County, California, identified as Assessor's Parcel Number 405-340-17s and 405-340-19s, as well as Adjusted Parcel "A" as identified in Optionor's proposed Lot Line Adjustment No. 2009-16, which are legally described on Exhibits "A" through "C," attached hereto (collectively, together with any rights and appurtenances pertaining thereto, the "*Premises*").

WHEREAS, the Agreement contemplated the recordation of an Easement Deed (the "*Easement Deed*") against Adjusted Parcel "A" as identified in Optionor's proposed Lot Line Adjustment No. 2009-16 (the "*Encumbered Property*"), one of the three parcels comprising the Premises, which was attached as Exhibit "E" to the Agreement.

WHEREAS, the Parties seek to make certain revisions and clarifications to the Agreement, as well as the Easement Deed attached as Exhibit "E" to the Agreement.

NOW, THEREFORE, the Parties hereby agree that the Agreement shall be amended as follows:

AGREEMENT

1. Paragraph 9(b) of the Agreement is revised as follows:

An Easement Deed in substantially the form attached hereto as Exhibit "E," which is intended to encumber the Encumbered Property, and which shall not be construed as encumbering, or limiting the development of parking on, Assessor's Parcel Number 405-340-17s and 405-340-19s.

2. Paragraph 2(a) of Easement Deed, attached as Exhibit "E" to the Agreement, is revised as follows:

Unless otherwise agreed by Grantee in its reasonable discretion, the improvements on the Servient Tenement shall conform approximately to the conceptual configuration shown in Exhibit 3, except that Grantor may adjust the plan to modify or incorporate additional pedestrian trails and pathways to connect to the Lewis Eaton Trail and to the Palm Avenue and Nees Avenue intersection via the City of Fresno's and State of California's existing public access easements and/or other publicly acquired routes. Grantor shall include landscaping, which may consist of

unirrigated native plants once established, and may include trees to the extent allowed under any approved post-closure land use plan. Unless otherwise approved in advance and in writing by the Grantee, no permanent buildings shall be erected on the Servient Tenement other than a ticket or entrance structure and shade structures; except that nothing herein shall be construed as prohibiting the installation of educational kiosks and signage. All improvements on the Servient Tenement shall be constructed in compliance with applicable laws and regulations;

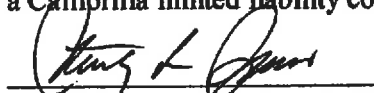
3. Paragraph 2(d) of the Easement Deed, attached as Exhibit "E" to the Agreement, is revised as follows:

The improvements on the Servient Tenement shall be low-profile and shall not interfere with the views of the San Joaquin River and its banks from the Dominant Tenement; except that none of the improvements depicted in Exhibit 3 shall be construed as interfering with any view of the San Joaquin River and its banks from the Dominant Tenement;

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above set forth:

OPTIONOR

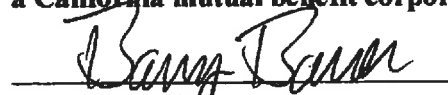
SOB ENTERPRISES, LLC,
a California limited liability company



By: Stanley L. Spano
Its: Manager

OPTIONEE

**SAN JOAQUIN RIVER ACCESS
CORPORATION,**
a California mutual benefit corporation



By: Barry Bauer
Its: President

2018-0152850

FRESNO County Recorder
Paul Dictos, CPA

Monday, Dec 24, 2018 01:39:50 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

SOB ENTERPRISES, LLC
7545 N. Del Mar Avenue, Suite 206
Fresno, CA 93711

SPACE ABOVE THE LINE FOR RECORDER'S USE ONLY

EASEMENT AGREEMENT & DEED

THIS EASEMENT AGREEMENT & DEED (the "Agreement") is made effective as of 12/20, 2018, by and between (i) SAN JOAQUIN RIVER ACCESS CORPORATION, a California mutual benefit corporation ("**Grantor**"), and (ii) SOB ENTERPRISES, LLC, a California limited liability company ("**Grantee**"). Grantor and Grantee are sometimes collectively referred to herein as the "**Parties**" and singularly by their individual names or as "**Party**".

RECITALS:

- A. Grantor is the owner of that certain real property located in Fresno County, California, as more particularly described in Exhibit 1 attached hereto and incorporated herein by this reference (the "**Servient Tenement**").
- B. Grantee is the owner of that certain real property located in Fresno County, California, as more particularly described in Exhibit 2 attached hereto and incorporated herein by this reference (the "**Dominant Tenement**").
- C. The Dominant Tenement is situated adjacent or in close proximity to the Servient Tenement and currently enjoys the views of the river bottom area in essentially its natural state.
- D. Grantor plans to develop a parking lot on the Servient Tenement to provide public access to the recreational opportunities afforded by its proximity to the San Joaquin River.
- E. Grantor received title to the Servient Tenement from Grantee and as part of the consideration for such acquisition, Grantor agreed to convey this Easement to Grantee to protect the Dominant Tenement.

EASEMENT GRANT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, and its successors and assigns, an easement for lateral support and unobstructed light, air, and view of the Servient Tenement and the San Joaquin River.

2. Grantor's Use of Servient Tenement. Grantor shall have the right to either maintain the Servient Tenement in its natural state or develop a parking lot on the Servient Tenement to provide public access to the San Joaquin River; provided, however:

(a) Unless otherwise agreed by Grantee in its reasonable discretion, the improvements on the Servient Tenement shall conform approximately to the conceptual configuration shown in Exhibit 3, except that Grantor may adjust the plan to modify or incorporate additional pedestrian trails and pathways to connect to the Lewis Eaton Trail and to the Palm Avenue and Nees Avenue intersection via the City of Fresno's and State of California's existing public access easements and/or other publicly acquired routes. Grantor shall include landscaping, which may consist of unirrigated native plants once established, and may include trees to the extent allowed under any approved post-closure land use plan. Unless otherwise approved in advance and in writing by the Grantee, no permanent buildings shall be erected on the Servient Tenement other than a ticket or entrance structure and shade structures; except that nothing herein shall be construed as prohibiting the installation of educational kiosks and signage. All improvements on the Servient Tenement shall be constructed in compliance with applicable laws and regulations;

(b) No more than 40 parking stalls shall be constructed on the Servient Tenement;

(c) Motor vehicles, other than Grantors' (and their agents and consultants), emergency response, maintenance, and management vehicles, shall only access the Servient Tenement by means of a paved road from Palm Avenue to be constructed substantially along the alignment depicted in Exhibit 3 attached hereto and incorporated herein by this reference;

(d) The improvements on the Servient Tenement shall be low-profile and shall not interfere with the views of the San Joaquin River and its banks from the Dominant Tenement; except that none of the improvements depicted in Exhibit 3 shall be construed as interfering with any view of the San Joaquin River and its banks from the Dominant Tenement;

(e) Grantor shall not conduct or permit any activity or use on the Servient Tenement that: constitutes a private or public nuisance as those terms are defined under California law or the laws of the City of Fresno, emits any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness, or loudness in violation of the City of Fresno Noise Regulations set forth in Fresno Municipal Code Section 10-101, *et seq*, as may be amended; emits any obnoxious odor; involves the use

of any noxious, toxic, caustic, hazardous, or corrosive fuel, gas, or other substance; produces dust or dirt in exceedance of standards; involves a risk of fire, explosion, or other dangerous hazard, other than fire prevention activities; involves the burning or incineration of garbage or refuse; or violates any law, ordinance, or regulation of any governmental entity with jurisdiction thereover;

(f) If lights are installed on the Servient Tenement, they shall only be operated during the hours of operation set forth in Paragraph 2(g) below, other than security lighting installed with appropriate shields to prevent glare and ensure that light is not directed to the river, the top of the bluff (including the Dominant Tenement), or surrounding area;

(g) Public vehicular access via the paved road from Palm Avenue shall be provided only during the operational hours of the Lewis Eaton Trail and consistent with Fresno Municipal Code section 10-1501, *et seq.*, as may be amended; and

(h) If allowed by the City of Fresno, public vehicular access shall be controlled by means of a fence and gate to be constructed at the top of the bluff at Palm Avenue, and if not, as close to the top of the bluff as will be allowed by the applicable governmental agencies. Said gate shall remain locked to prevent entry onto the Servient Tenement at all times other than the period set forth in Paragraph 2(g) above; however, Grantor and the City may install a mechanism for the gate that allows for automatic egress from the Servient Tenement outside the period set forth in Paragraph 2(g).

3. Development of Dominant Tenement. Grantor agrees that Grantee may develop the Dominant Tenement to any use that Grantee, its successors and assigns, may desire and Grantor agrees that it shall not oppose any proposed development or the construction of any improvements on the Dominant Tenement. At Grantee's request, Grantor shall provide letters publicly supporting any such development or improvement. This Paragraph shall not apply to any public agency that acquires the Servient Tenement.

4. Term. This Easement is appurtenant to both estates, and shall run with the land in accordance with California Civil Code Sections 1460 through 1471, inclusive.

5. Miscellaneous.

(a) Construction of Terms. As used in this Agreement, the terms "herein," "herewith" and "hereof" are references to this Agreement, taken as a whole, the term "includes" or "including" shall mean "including, without limitation," and references to a "Paragraph", "subparagraph", "clause", "Exhibit", "Appendix" or "Schedule" shall mean a Paragraph, subparagraph, clause, Exhibit, Appendix or Schedule of this Agreement, as the case may be, unless in any such case the context requires otherwise.

All references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made, and reference to a law, regulation or ordinance includes any amendment or modification thereof. A reference to a person includes its successors and assigns. The singular shall include the plural and the masculine shall include the feminine, and vice versa.

(b) Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the parties unless such change, amendment or modification shall be in writing, duly executed by both Parties and recorded in the same manner as the original Agreement.

(c) Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein.

(d) Notice and Opportunity to Cure. If Grantor fails to perform any of its obligations as provided herein and such failure continues for 90 days after written notice to Grantor, or if such failure cannot be reasonably cured within such 90 day period and Grantor fails to begin to cure within such 90 day period (which may include efforts to obtain bids from third parties to perform needed work) and with reasonable diligence and in good faith pursue a cure until completion, then Grantee shall have the right to pursue all available equitable and legal remedies to compel compliance, including but not limited to injunctive relief and specific performance. In addition, the Grantee shall have the right, but shall not be obligated, to take such action as shall be reasonably necessary to cure the default or enforce the covenants herein, at Grantor's sole cost and expense.

(e) Severability. The invalidity of one or more phrases, sentences, clauses or paragraphs contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

(f) No Waiver. Any failure of either party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any and each such provision. Any consent or approval given pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the obligations of the party giving such consent or approval or otherwise reduce the obligations of the party receiving such consent or approval.

(g) Further Assurances. Each party agrees to execute and deliver all further instruments and documents reasonably acceptable to such party, and take any

further action reasonably acceptable to such party that may be reasonably necessary to effectuate the purposes and intent of this Agreement.

(h) Conflicting Provisions. In the event of any conflict between this document and any Exhibit hereto, the terms and provisions of this document, as amended from time to time, shall control. In the event of any conflict among the Exhibits, the Exhibit of the latest date mutually agreed upon by the parties shall control.

(i) Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California.

(j) Survival. Notwithstanding any provision of this Agreement to the contrary, expiration or other termination of this Agreement shall not relieve the parties of obligations that by their nature should survive such expiration or termination, including remedies in the case of a termination for an event of default, promises of indemnity, payment obligations, confidentiality, audit rights, and dispute resolution provisions.

(k) Entire Agreement. This Agreement sets forth the full and complete understanding of the parties relating to the subject matter hereof and supersedes any and all negotiations, other agreements and representations made or dated prior thereto with respect to such subject matter.

(l) Time of Essence. Time is of the essence with respect to all matters provided in this Agreement.

(m) Attorneys' Fees. In the event that a party fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all reasonable costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable counsel fees. The right of a Party, as the case may be, to all costs and expenses incurred by it in enforcing or establishing its rights hereunder shall include, without limitation, all costs and expenses incurred by the prevailing party, including, without limitation, court costs and reasonable counsel fees, in the enforcement of this Agreement, whether or not legal action was commenced, and including all such costs and expenses incurred in an action or participation in, or in connection with, a case or proceeding under Chapter 7 or 11 of the Bankruptcy Code, or any successor statute thereto.


(n) Third Party Beneficiaries. The City of Fresno is deemed a third party beneficiary for purpose of enforcing this Agreement.

(o) Binding Agreement. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, this EASEMENT AGREEMENT & DEED has been executed effective as of the first day written above.


GRANTEE

SOB ENTERPRISES, LLC,
a California limited liability company

By: 
Stanley L. Spanio, its Manager

GRANTOR

**SAN JOAQUIN RIVER ACCESS
CORPORATION,** a California mutual
benefit corporation

By: 
Barry Bauer, its President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno

On December 20, 2018 before me, Florentino Alaniz, Notary Public
(insert name and title of the officer)

personally appeared Stanley Louis Spano and Barry Bauer
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

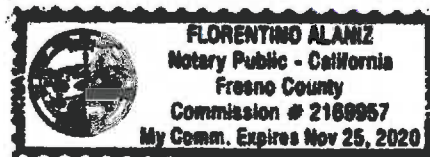


EXHIBIT 1

Legal Description of the Servient Tenement

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel A of Lot Line Adjustment No. 2009-16, as Document Number 2018-0150314, of Official Records of Fresno County, and more particularly described as follows:

That portion of Section 29, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the United States Government Township Plat, described as follows:

BEGINNING at the most Westerly corner of Parcel C of Parcel Map No. 79-16, according to the map thereof recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records; thence North 50°52'50" East, along the centerline of the Old Upper San Joaquin Canal, a distance of 112.06 feet; thence North 35°38'48" East, continuing along the centerline of the Old Upper San Joaquin Canal, a distance of 268.20 feet; thence North 51°26'28" East, continuing along the centerline of the Old Upper San Joaquin Canal, a distance of 289.27 feet; thence North 33°47'56" West, leaving said centerline, a distance of 146.60 feet to the **TRUE POINT OF BEGINNING**; Thence North 81°19'52" West, a distance of 185.16 feet; thence North 71°28'39" West, a distance of 99.45 feet; thence South 72°56'38" West, a distance of 144.67 feet; thence South 65°38'42" West, a distance of 100.40 feet; thence South 55°10'29" West, a distance of 90.61 feet; thence South 51°09'37" West, a distance of 84.99 feet; South 50°56'05" West, a distance of 94.87 feet; thence South 50°20'08" West, a distance of 54.96 feet; thence South 49°55'03" West, a distance of 24.33 feet to a point on the Low Water Line of the San Joaquin River as described in the Quitclaim Deed per Document No. 2004- 0290195 recorded December 29, 2004, Official Records of Fresno County; thence Northerly, along said Low Water Line, the following courses: North 01°26'15" West, a distance of 12.66 feet; thence North 01°52'59" West, a distance of 60.32 feet; thence North 27°57'31" East, a distance of 54.59 feet; thence North 04°27'18" East, a distance of 81.30 feet; thence North 49°42'37" East, a distance of 70.29 feet; thence North 32°58'52" East, a distance of 70.72 feet; thence North 29°10'30" East, a distance of 82.86 feet; thence North 17°21'37" West, a distance of 93.01 feet; thence North 02°01'57" West, a distance of 111.04 feet; thence North 07°33'53" East, a distance of 99.98 feet; thence North 24°57'07" East, a distance of 90.80 feet; thence North 24°47'20" West, a distance of 159.93 feet; thence North 90°00'00" East, leaving said Low Water line, a distance of 244.57 feet; thence South 53°14'55" East, a distance of 569.64 feet to a point on the Northwesterly line of that certain parcel of land granted to Fresno Metropolitan Flood Control District per Document No. 2003-0198506 recorded August 25, 2003, Official Records of Fresno County; thence Southerly, along the Northwesterly, Westerly and Southwesterly lines of said parcel of land granted to Fresno Metropolitan Flood Control District per Document No. 2003- 0198506, the following courses:

South 53°33'03" West, a distance of 7.56 feet; thence South 58°29'09" West, a distance of 46.58 feet; thence South 56°21'27" West, a distance of 53.36 feet; thence South 49°19'10" West, a distance of 52.76 feet to the beginning of a 68.00 foot radius tangent curve, concave to the East; thence Southerly, along said curve, through a central angle of 86°56'31", an arc distance of 103.18

feet; thence tangent to said curve, South 37°37'21" East, a distance of 163.03 feet to the most Southerly corner of said parcel of land granted to Fresno Metropolitan Flood Control District per Document No. 2003-0198506, said point being the most Westerly corner of that certain parcel of land granted to the City of Fresno per Document No. 2002-0157928 recorded September 12, 2002, Official Records of Fresno County; thence South 33°47'56" East, along the Southwesterly line of said parcel of land granted to the City of Fresno per Document No. 2002-0157928, a distance of 12.00 feet to the TRUE POINT OF BEGINNING.

Containing 8.243 acres, more or less.

PTNS. OF FRESNO COUNTY APNs: 402-030-63s, 64s, and 67s & 405-340-18s

EXHIBIT 2

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel B of Lot Line Adjustment No. 2009-16, as Document Number 2018-0150314, of Official Records of Fresno County, and more particularly described as follows:

That portion of Section 29, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the United States Government Township Plat, described as follows:

BEGINNING at the most Southerly corner of that certain parcel of land granted to the City of Fresno per Document No. 2002-0157928 recorded September 12, 2002, Official Records of Fresno County, said point being on the Centerline of the Old Upper San Joaquin Canal; thence South 51°26'28" West, along the Centerline of the Old Upper San Joaquin Canal, a distance of 289.27 feet; thence South 35°38'48 West, continuing along the Centerline of the Old Upper San Joaquin Canal, a distance of 268.20 feet; thence South 50°52'50" West, continuing along the Centerline of the Old Upper San Joaquin Canal, a distance of 112.06 feet to the most Westerly corner of Parcel C of Parcel Map No. 79-16, according to the map thereof recorded in Book 31 of Parcel Maps at Pages 87 through 98, Fresno County Records, said point being on the South line of the Southeast quarter of said Section 29; thence South 89°37'08" West, along the South line of the Southeast quarter of said Section 29, a distance of 894.13 feet to a point on the Northwesterly line of that certain parcel of land described in Quitclaim Deed per Document No. 2004-0290195 recorded December 29, 2004, Official Records of Fresno County; thence Northeasterly, along the Northwesterly line of said certain parcel, the following courses:

North 56°05'26" East, a distance of 149.33 feet; thence North 54°54'13" East, a distance of 156.04 feet; thence North 51°11'58" East, a distance of 135.95 feet; thence North 52°29'02" East, a distance of 138.32 feet; thence North 49°56'16" East, a distance of 42.00 feet to the most Northerly corner of said certain parcel; thence South 01°26'15" East, along the East line of said certain parcel, a distance of 12.66 feet; thence North 49°55'03" East, a distance of 24.33 feet; thence North 50°20'08" East, a distance of 54.96 feet; thence North 50°56'05" East, a distance of 94.87 feet; thence North 51°09'37" East, a distance of 84.99 feet; thence North 55°10'29" East, a distance of 90.61 feet; thence North 65°38'42" East, a distance of 100.40 feet; thence North 72°56'38" East, a distance of 144.67 feet; thence South 71°28'39" East, a distance of 99.45 feet; thence South 81°19'52" East, a distance of 185.16 feet to a point on the Southwesterly line of that said certain parcel of land granted to the City of Fresno per Document No. 2002-0157928; thence South 33°47'56" East, along said Southwesterly line, a distance of 146.60 feet to the **POINT OF BEGINNING**.

Containing 10.409 acres, more or less.

Exhibit 3

Site Plan



